FULTON COUNTY BOARD OF COMMISSIONERS
FIRST REGULAR MEETING
August 6, 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

25-0545 **Board of Commissioners**
Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the First Regular Meeting Agenda for separate consideration.

25-0546 **Board of Commissioners**
Proclamations for Spreading on the Minutes.

Proclamation recognizing “Paul Baldwin Remembrance Day.” **(Arrington)**
March 17, 2025

Proclamation recognizing “Muslim American Heritage Month.” **(Arrington)**
Month of July

Proclamation recognizing “Regina Waller Appreciation Day.” **(Pitts)**
July 6, 2025

Proclamation recognizing “Lawrence Perrino, Sr. Remembrance Day.” **(Arrington)**
July 7, 2025

Proclamation recognizing “DJ Funky Appreciation Day.” **(Arrington)**
July 17, 2025

Proclamation recognizing “Claressa Shields and Route 30 Promotions Appreciation Day.” **(Arrington)**
July 17, 2025

Proclamation recognizing “Thomas Sampson Remembrance Day.” **(Arrington)**
July 24, 2025

Proclamation recognizing “Chief Deputy DA Rewa Collier Appreciation Day.” **(Pitts/Arrington)**
July 24, 2025

Proclamation recognizing “Velma Mae Turner Rainey Remembrance Day.” **(Pitts)**
July 26, 2025

Proclamation recognizing “Patchwerk Studios Appreciation Day.” **(Arrington)**
July 26, 2025

Proclamation recognizing “Everybody vs. Homelessness Day.” **(Ivory)**
July 27, 2025

Proclamation recognizing “Why Not You Foundation Appreciation Day.” **(Ivory)**
July 28, 2025

Proclamation recognizing “Brian BHigh Hightower Appreciation Day.” **(Arrington)**
July 30, 2025

Proclamation recognizing “Roderick Wicked Barber Appreciation Day.” **(Arrington)**
July 30, 2025

Proclamation recognizing “Jaigantic Films Appreciation Day.” **(Arrington)**
July 31, 2025

Proclamation recognizing “Luenell Appreciation Day.” **(Pitts)**
August 2, 2025

Commissioners' District Board Appointments

25-0547 **Board of Commissioners**
FULTON COUNTY VETERANS’ EMPOWERMENT COMMISSION, INC.

The Veterans Commission shall have the following members: Each Commissioner shall appoint two (2) members. Such appointees shall be residents of, or work in Fulton County and shall have military experience or expertise in the areas affecting military veterans. Veterans Commission shall serve three (3) year terms, with such term subject to the discretion of the appointing Commissioner, who can remove a member for cause, otherwise such member may continue to serve beyond his/her term until a successor is appointed.

Term = 3 Years

Term below expired: 12/31/2024
Michael Moore **(Morris)**

Commissioner Barrett has nominated Marcel Foster for a District appointment to a term ending December 31, 2027.

Open & Responsible Government

25-0548 **Real Estate and Asset Management**

Request approval of a Water Easement Dedication of 194 square feet to Fulton County, a political subdivision of the State of Georgia, from Mark Philip Venti, individual, for the purpose of constructing the Bridges (Lot #3) Project at 0 Webb Bridge Road, Alpharetta, Georgia 30005. Effective upon approval.

25-0549 **Real Estate and Asset Management**

Request approval of a Water Easement Dedication of 31 square feet to Fulton County, a political subdivision of the State of Georgia, from Amanda R. Bralley and Krishan Bralley, individuals, for the purpose of constructing the Bridges (Lot #6) Project at 0 Webb Bridge Road, Alpharetta, Georgia 30005. Effective upon approval.

25-0550 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 300 square feet to Fulton County, a political subdivision of the State of Georgia, from owner Medley Johns Creek Phase 2 Owner, LLC, for the purpose of constructing the Medley Johns Creek Phase 2 Project at 11660 Johns Creek Parkway, Johns Creek, Georgia 30097. Effective upon approval.

25-0551 **Real Estate and Asset Management**

Request approval of a Water Easement Dedication of 2,888 square feet to Fulton County, a political subdivision of the State of Georgia, from owner Medley Johns Creek Phase 2 Owner, LLC, for the purpose of constructing the Medley Johns Creek Phase 2 Project at 11660 Johns Creek Parkway, Johns Creek, Georgia 30097. Effective upon approval.

25-0552 **Real Estate and Asset Management**

Request approval of a Water Easement Dedication of 9,780 square feet to Fulton County, a political subdivision of the State of Georgia, from owner Medley Johns Creek Phase 1 Owner, LLC, for the purpose of constructing the Medley Johns Creek Phase 1 Project at 11660 Johns Creek Parkway, Johns Creek, Georgia 30097. Effective upon approval.

25-0553 **Real Estate and Asset Management**

Request approval of a Water Vault Easement Dedication of 604 square feet to Fulton County, a political subdivision of the State of Georgia, from Medley Johns Creek Phase 2 Owner, LLC, owner, for the purpose of constructing the Medley Johns Creek Phase 2 Project at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097. Effective upon approval.

25-0554 **Finance**

No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers amount budget funds per Board Resolution #09-1262.

Health and Human Services

25-0555 **Department for HIV Elimination**

Request approval of "Ending the HIV Epidemic" service contracts, subject to Federal funding, for the remainder of FY2025 (August 1, 2025 through February 28, 2026) in an amount not to exceed $5,188,688.00, FY2026 (March 1, 2026 through January 29, 2027) in an amount not to exceed $5,474,653.00, FY27 (March 1, 2027 through February 29, 2028) in an amount not to exceed $5,748,653.00, FY2028 (March 1, 2028 through February 29, 2029) in an amount not to exceed $6,035,805.00, and FY2029 (March 1, 2029 through February 29, 2030) in an amount not to exceed $6,337,595.00, pursuant to the Health Resources and Services Administration "Ending the HIV Epidemic" award UT8HA33933. Service contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

25-0556 **Department for HIV Elimination**

Request approval of "Ryan White Part A" service contracts, subject to Federal funding, for FY2025 (August 1, 2025 through February 28, 2026) in an amount not to exceed $30,959,711.00, FY2026 (March 1, 2026 through February 28, 2027) in an amount not to exceed $32,346,447.00, and FY2027 (March 1, 2027 through February 29, 2028) in an amount not to exceed $33,802,519.00 pursuant to the Health Resources and Services Administration "Ryan White Part A" award H89HA00007. Service contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

25-0557 **Department for HIV Elimination**

Request approval of "Ryan White Part A - Minority AIDS Initiative" service contracts, subject to Federal funding, for FY2025 (August 1, 2025 through February 28, 2026) in an amount not to exceed $3,070,344.00, FY2026 (March 1, 2026 through January 29, 2027) in an amount not to exceed $3,523,861.00, and FY2027 (March 1, 2027 through February 29, 2028) in an amount not to exceed $3,685,055.00 pursuant to the Health Resources and Services Administration "Ryan White Part A" award H89HA00007. Service contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

FIRST REGULAR MEETING AGENDA

25-0558 **Board of Commissioners**
Adoption of the First Regular Meeting Agenda.

25-0559 **Clerk to the Commission**
Ratification of Minutes.

Second Regular Meeting Minutes, June 18, 2025
First Regular Meeting Post Agenda Minutes, July 9, 2025
Special Called Meeting Post Agenda Minutes, July 9, 2025
First Regular Meeting Minutes, July 9, 2025

25-0560 **Board of Commissioners**
Presentation of Proclamations and Certificates.

Proclamation recognizing “Purchasing and Contract Compliance Achievement of Excellence in Procurement Award Day.” **(Pitts/BOC)**

Proclamation recognizing “City of Johns Creek Appreciation Day.” **(Thorne/BOC)**

Proclamation recognizing “Goodwill of North Georgia Appreciation Day.” **(Ellis/BOC)**

Proclamation recognizing “Shepherd Center Appreciation Day.” **(Barrett/Arrington)**

Certificate Presentation to Information Technology - NACo Digital Counties Survey Winner (Fulton County, Georgia)

PUBLIC HEARINGS

25-0561 **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.

25-0562 **Finance**
Fiscal Year 2025 General Fund Millage Rate Public Hearing.

COUNTY MANAGER'S ITEMS

Open & Responsible Government

25-0563 **Finance**
Request approval of a Resolution adopting the 2025 Millage Rates for the General fund, General Obligation Bond Fund, and the Fulton Industrial District Fund.

25-0564 **Finance**
Presentation and Discussion of the 2025 Midyear Budget Review.

25-0565 **Human Resources Management**
Request approval of the proposed benefit summary for the Childcare pilot program for 2025.

25-0566 **Finance**
Presentation, review, and approval of August 6, 2025, Budget Soundings and Resolution.

25-0567 **Real Estate and Asset Management**

Request approval of the following rate for the public's use of County-owned electric vehicle ("EV") charging stations:

- A fee of $0.25 per kWh.
- After 2 hours, drivers will be charged an extra $2.00/hour to discourage them from leaving their vehicles in the charging station spots all day.
- There may be additional fees charged to the user directly by the charging station vendor that Fulton County does not receive proceeds from. Such vendor fees will be clearly disclosed to users in advance and will be in addition to Fulton County's approved rate. Pursuant to County Policy 600-69, public hearings on the fees were conducted on June 2, 2025 and June 3, 2025. Effective upon adoption by the BOC.

25-0568 **Information Technology**

Request approval to utilize cooperative purchasing, Information Technology - Pennsylvania Turnpike Commission\ RFP 6100005800, with Testing Xperts, Inc., (Mechanicsburg, PA) in an amount not to exceed $450,000.00, to provide Testing Resources for the CGI-AMS 4X Cloud Upgrade. Effective upon BOC approval for a period of 12 months.

Health and Human Services

25-0569 **Public Works**

Request approval of a recommended proposal - Department of Public Works, 25RFP146925K-DB Lead & Copper Field Service Investigation in an amount not to exceed $1,451,000.00 with CDM Smith Inc. (Atlanta, GA) to provide services associated with the program development, implementation, and management necessary to meet the requirements of the Lead Copper Rule Revision (LCRR) as mandated by the Environmental Protection Agency. The contract shall be effective upon issuance of Notice To Proceed (NTP) for two years with one, one year renewal option.

25-0533 **Public Works**

Request approval to correct Agenda Item 25-0106 to correct the not to exceed amounts for Years 1 - 5 for the Atlanta-Fulton County Water Resources Commission ("AFCWRC") Contract, 24RFP0820K-DB, Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility (owned jointly between the City of Atlanta and Fulton County) with Veolia Water North America - South, LLC (Veolia Water) / Khafra Operations Services, LLC, a Joint Venture (Atlanta, GA). Effective upon BOC approval. **(HELD ON 7/9/25)**

25-0570 **Public Works**

Request approval of Guaranteed Maximum Price (GMP) - Department Public Works, 23RFP139070K-JAJ, Progressive Design-Build Services for Campbellton Road Pump Station and Force Main in an amount not to exceed $20,332,906.00 with Sol Construction, LLC (Atlanta, GA), to perform all final design and construction activities associated with the installation of a new pump station and associated force main pipelines to serve South Fulton County. Effective upon issuance of the Notice to Proceed (NTP) with work to be completed within 24 months of the issuance of the NTP.

25-0571 **Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Roswell, GA for water main betterments and relocations associated with the road improvements to Woodstock Road between SR-92 and Allenbrook Lane in the City of Roswell, GA, in an estimated amount of $1,223,520.00.

25-0572 **Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Milton, GA, for water main relocations associated with the Birmingham Road Culvert Bridge Replacement Project near Manor Trace in the City of Milton, GA, in the estimated amount of $206,400.00.

Infrastructure and Economic Development

25-0573 **Public Works**

Request approval of a Resolution adopting the 2045 Comprehensive Plan for Unincorporated Fulton County and authorizing the transmittal of the Plan to the Atlanta Regional Commission (ARC) and Georgia Department of Community Affairs (DCA).

COMMISSIONERS' ACTION ITEMS

25-0574 **Board of Commissioners**

Request approval of a Resolution urging the release of Israeli hostages and an immediate and permanent ceasefire in Israel and Gaza; and for other purposes. **(Arrington)**

25-0575 **Board of Commissioners**

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-68 (Decorum) of the Fulton County Code of Ordinances; and for other purposes. **(Pitts)**

Commissioners' Full Board Appointments

25-0576 **Board of Commissioners**
HOSPITAL AUTHORITY OF FULTON COUNTY (NORTHSIDE)

The Board of Commissioners shall submit a slate of three (3) names, per position, to the Hospital Authority of Fulton County, for selection of one (1) person to be appointed by the Authority for each position.

Term = 4 years

FOR SPREADING UPON THE MINUTES: The Board of Trustees of the Hospital Authority of Fulton County (Northside), at its meeting on April 23, 2025, reappointed the following appointees for terms ending April 1, 2029, in accordance with a slate of names submitted by the Board of Commissioners at its March 19, 2025 Second Regular Meeting:

Lawrence Stone, M.D. (Position#4)
Mark Sweeney (Position #5)
Alvin Sermons, M.D. (Position #6)

25-0577 **Board of Commissioners**
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES REGIONAL ADVISORY COUNCIL

Members of the Advisory Council shall be appointed for a period of three (3) years. A member may serve no more than two (2) consecutive terms on the board. Fulton County having a population of more than 50,000 according to the United States decennial census of 1990 or any future such census shall appoint one member for each population increment of 50,000 or any portion thereof. To comply with the intent of H.B. 100, at least seven (7) appointees are consumers of disability services and family members of such consumers. As defined by H.B. 100, a "consumer" is a person who has been or who is currently a recipient of disability services.

Term = 3 years (No more than two consecutive terms)

Term below expired: 8/1/2025
Cathy Murphy **(Hausmann)**

Commissioner Thorne has nominated Cathy Murphy for a Full Board reappointment to a term ending August 1, 2028.

25-0578 **Board of Commissioners**
Discussion: Utilization of outside counsel for commercial property assessment appeals

EXECUTIVE SESSION

25-0579 **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.: 25-0545 **Meeting Date:** 8/6/2025

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

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0546 **Meeting Date:** 8/6/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Proclamations for Spreading on the Minutes.

Proclamation recognizing “Paul Baldwin Remembrance Day.” **(Arrington)**
March 17, 2025

Proclamation recognizing “Muslim American Heritage Month.” **(Arrington)**
Month of July

Proclamation recognizing “Regina Waller Appreciation Day.” **(Pitts)**
July 6, 2025

Proclamation recognizing “Lawrence Perrino, Sr. Remembrance Day.” **(Arrington)**
July 7, 2025

Proclamation recognizing “DJ Funky Appreciation Day.” **(Arrington)**
July 17, 2025

Proclamation recognizing “Claressa Shields and Route 30 Promotions Appreciation Day.” **(Arrington)**
July 17, 2025

Proclamation recognizing “Thomas Sampson Remembrance Day.” **(Arrington)**
July 24, 2025

Proclamation recognizing “Chief Deputy DA Rewa Collier Appreciation Day.” **(Pitts/Arrington)**
July 24, 2025

Proclamation recognizing “Velma Mae Turner Rainey Remembrance Day.” **(Pitts)**
July 26, 2025

Proclamation recognizing “Patchwerk Studios Appreciation Day.” **(Arrington)**
July 26, 2025

Proclamation recognizing “Everybody vs. Homelessness Day.” **(Ivory)**
July 27, 2025

Agenda Item No.: 25-0546 **Meeting Date:** 8/6/2025

Proclamation recognizing “Why Not You Foundation Appreciation Day.” **(Ivory)**
July 28, 2025

Proclamation recognizing “Brian BHigh Hightower Appreciation Day.” **(Arrington)**
July 30, 2025

Proclamation recognizing “Roderick Wicked Barber Appreciation Day.” **(Arrington)**
July 30, 2025

Proclamation recognizing “Jaigantic Films Appreciation Day.” **(Arrington)**
July 31, 2025

Proclamation recognizing “Luenell Appreciation Day.” **(Pitts)**
August 2, 2025

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0547 **Meeting Date:** 8/6/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
FULTON COUNTY VETERANS' EMPOWERMENT COMMISSION, INC.

The Veterans Commission shall have the following members: Each Commissioner shall appoint two (2) members. Such appointees shall be residents of, or work in Fulton County and shall have military experience or expertise in the areas affecting military veterans. Veterans Commission shall serve three (3) year terms, with such term subject to the discretion of the appointing Commissioner, who can remove a member for cause, otherwise such member may continue to serve beyond his/her term until a successor is appointed.

Term = 3 Years

Term below expired: 12/31/2024
Michael Moore **(Morris)**

Commissioner Barrett has nominated Marcel Foster for a District appointment to a term ending December 31, 2027.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0548 **Meeting Date:** 8/6/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Water Easement Dedication of 194 square feet to Fulton County, a political subdivision of the State of Georgia, from Mark Philip Venti, individual, for the purpose of constructing the Bridges (Lot #3) Project at 0 Webb Bridge Road, Alpharetta, Georgia 30005. Effective upon approval.

Requirement for Board Action
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Bridges (Lot #3) Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water

service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 194 square feet and is located in Land Lot 125 of the 1st District, 1st Section of Fulton County, Georgia**.**

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : The Bridges - Lot #3
Tax Parcel Identification No.: 11 034001250527
Land Disturbance Permit No.: WRN22-034 City of Alpharetta D220042
Zoning/Special Use Permit No.: R, PH-22-04/Z-2-04/
(if applicable) The Bridges/Webb Bridge Road

For Fulton County Use Only

Approval Date: _____
Initials: _____

WATER LINE EASEMENT
(Individual Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 5th day of December, 2024, between Mark Philip Venti of said state and county, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part (hereinafter referred to as Grantee).

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

The Bridges-Lot #3

Project Name

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

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

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

I (We) hereby warrants (warrant) that I (we) have the right to sell and convey said water line easement and right of access and bind myself (ourselves), my (our) heirs, executors, and administrators, forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor(s) hereby waives (waive) for him/herself (their selves), him/her (their) heirs, and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

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

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

Witness

By: _____ (L.S.)

Print Name: Mark Verti (L.S.)

Notary Public

[NOTARIAL SEAL]

JEWEL F YOUNG NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 07, 2027

Signed, sealed and delivered this _____ day of _____, 20 ____ in the presence of:

Witness

By: _____ (L.S.)

Print Name: _____ (L.S.)

Notary Public

[NOTARIAL SEAL]

EXHIBIT "A"

WATER EASEMENT EXHIBIT:
THE BRIDGES
PROPERTY OF:
MARK PHILLIP VENTI - AREA 1

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

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LAND LOT 125 OF SAID DISTRICT AND SECTION, THENCE S 40°39'24" W 546.60' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED;

THENCE N 00°00'00" W A DISTANCE OF 15.98 TO A POINT;
THENCE N 90°00'00" E A DISTANCE OF 5.00 TO A POINT;
THENCE S 00°00'00" E A DISTANCE OF 15.85 TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 2.67', WITH A RADIUS OF 20.00', WITH A CHORD BEARING OF S 86°49'07" W, WITH A CHORD LENGTH OF 2.67', TO A POINT;
THENCE N 89°33'32" W A DISTANCE OF 2.33 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 80 SQUARE FEET.

WATER EASEMENT EXHIBIT:
THE BRIDGES
PROPERTY OF:
MARK PHILLIP VENTI - AREA 2

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

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LAND LOT 125 OF SAID DISTRICT AND SECTION, THENCE S 40°04'46" W 541.06' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED;

THENCE N 45°26'20" E A DISTANCE OF 19.56 TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 20.45', WITH A RADIUS OF 20.00', WITH A CHORD BEARING OF S 45°26'20" W, WITH A CHORD LENGTH OF 19.56', TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 34.0 SQUARE FEET.

EXHIBIT "A" - CONTINUED

WATER EASEMENT EXHIBIT:
THE BRIDGES
PROPERTY OF:
MARK PHILLIP VENTI - AREA 3

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

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LAND LOT 125 OF SAID DISTRICT AND SECTION, THENCE S 40°12'58" W 516.38' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED;

THENCE N 00°26'20" E A DISTANCE OF 15.00 TO A POINT;
THENCE N 45°26'20" E A DISTANCE OF 13.27 TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 26.34', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF S 21°29'09" W, WITH A CHORD LENGTH OF 26.13', TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 45 SQUARE FEET.

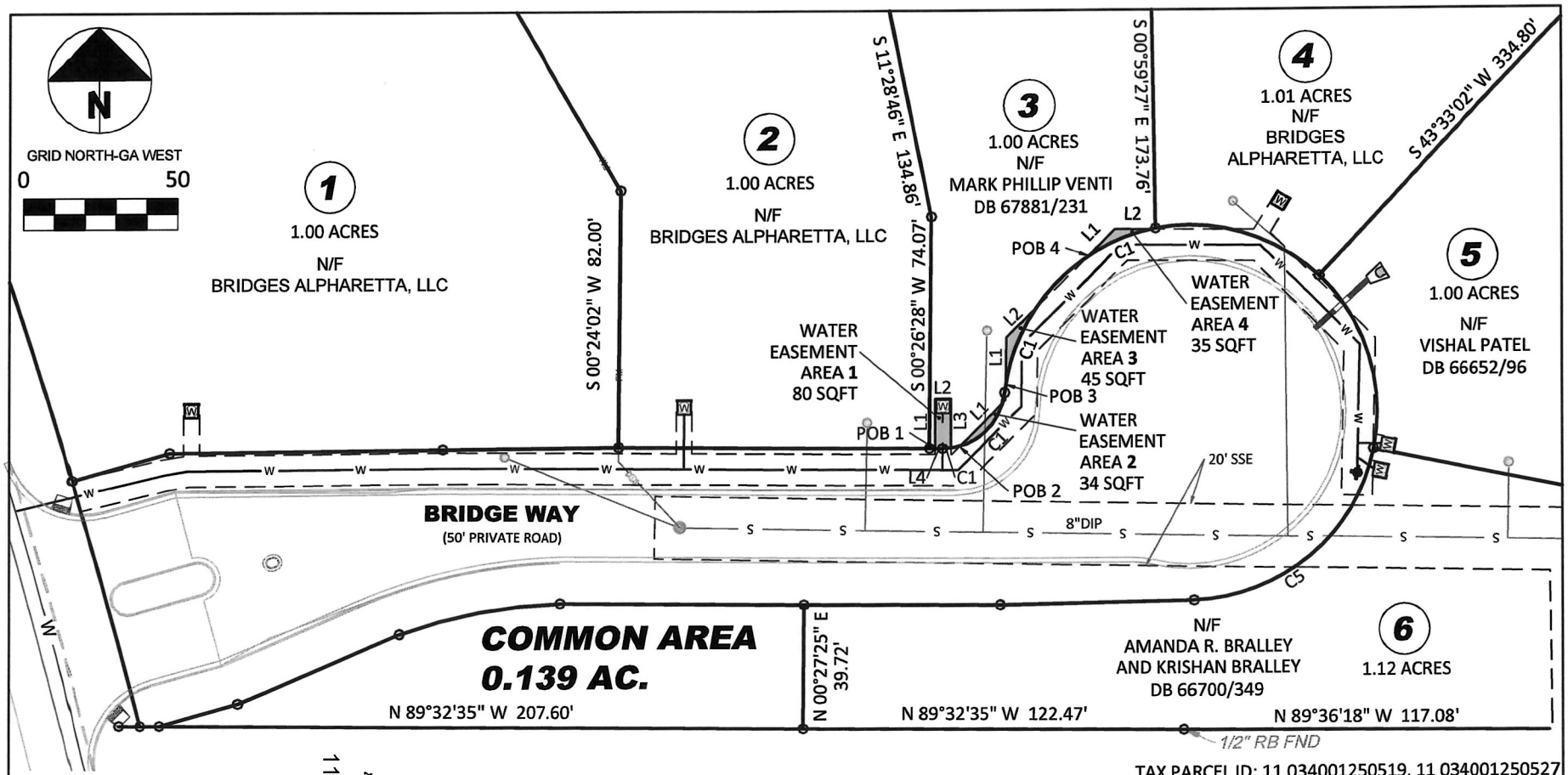
WATER EASEMENT EXHIBIT:
THE BRIDGES
PROPERTY OF:
MARK PHILLIP VENTI - AREA 4

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

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LAND LOT 125 OF SAID DISTRICT AND SECTION, THENCE S 40°58'47" W 468.11' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED;

THENCE N 45°26'20" E A DISTANCE OF 12.20 TO A POINT;
THENCE S 89°33'40" E A DISTANCE OF 11.66 TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 22.17', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF S 67°24'05" W, WITH A CHORD LENGTH OF 22.05', TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 35 SQUARE FEET.



WATER EASEMENT AREA 1

LINE	BEARING	DISTANCE
L1	N 00°00'00" W	15.98'
L2	N 90°00'00" E	5.00'
L3	S 00°00'00" E	15.85'
L4	N 89°33'32" W	2.33'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	20.00'	2.67'	2.67'	S 86°49'07" W

WATER EASEMENT AREA 2

LINE	BEARING	DISTANCE
L1	N 45°26'20" E	19.56'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	20.00'	20.45'	19.56'	S 45°26'20" W

WATER EASEMENT AREA 3

LINE	BEARING	DISTANCE
L1	N 00°26'20" E	15.00'
L2	N 45°26'20" E	13.27'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	60.00'	26.34'	26.13'	S 21°29'09" W

A B
11/12/24

WATER EASEMENT AREA 4

LINE	BEARING	DISTANCE
L1	N 45°26'20" E	12.20'
L2	S 89°33'40" E	11.66'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	60.00'	22.17'	22.05'	S 67°24'05" W

TIES:
POB 1:N 40°39'24" E 546.60'
POB 2:N 40°04'46" E 541.06'
POB 3:N 40°12'58" E 516.38'
POB 4:N 40°58'47" E 468.11'
TO 5/8"RBF @ NE CORNER
OF LAND LOT 125

GEORGIA
REGISTERED
No. LS003004
10/14/24
LAND SURVEYOR
CHRISTOPHER WAYNE CLARK

TAX PARCEL ID: 11 034001250519, 11 034001250527

WATER EASEMENT EXHIBIT FOR:

THE BRIDGES

PROPERTY OF:

MARK PHILLIP VENTI

LAND LOT 125 * 1ST DISTRICT * 1ST SECTION
CITY OF ALPHARETTA - FULTON COUNTY, GEORGIA

CLARK LAND CONSULTANTS

Chris W. Clark, PLS ~ GA: LS003004 - LSF:001420
11 Belmore Manor Drive, Suwanee, Georgia 30024
Phone: 678.727.6985
Email: Chris@Chriswclark.com

EXHIBIT "A" - CONTINUED

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0549 **Meeting Date:** 8/6/2025

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Water Easement Dedication of 31 square feet to Fulton County, a political subdivision of the State of Georgia, from Amanda R. Bralley and Krishan Bralley, individuals, for the purpose of constructing the Bridges (Lot #6) Project at 0 Webb Bridge Road, Alpharetta, Georgia 30005. Effective upon approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Bridges (Lot #6) Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water

service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 31 square feet and is located in Land Lot 125 of the 1st District, 1st Section of Fulton County, Georgia**.**

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : The Bridges - Lot #6
Tax Parcel Identification No.: 11 034001250527
Land Disturbance Permit No.: WRN22-034 City of Alpharetta D220042
Zoning/Special Use Permit No.: R, PH-22-04/Z-2-04/
(if applicable) The Bridges/Webb Bridge Road

For Fulton County Use Only

Approval Date: _____
Initials: _____

WATER LINE EASEMENT
(Individual Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 5th day of December, 2024, between Amanda R. Bralley and Krishan Bralley of said state and county, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part (hereinafter referred to as Grantee).

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

The Bridges - Lot #6

Project Name

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

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

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

I (We) hereby warrants (warrant) that I (we) have the right to sell and convey said water line easement and right of access and bind myself (ourselves), my (our) heirs, executors, and administrators, forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor(s) hereby waives (waive) for him/herself (their selves), him/her (their) heirs, and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

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

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

Witness

By: _____ (L.S.)

Notary Public

Print Name: KRISHAN BRALLEY (L.S.)

[NOTARIAL SEAL]

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

Witness

By: _____ (L.S.)

Notary Public

Print Name: Amanda R. Bralley (L.S.)

[NOTARIAL SEAL]

JEWEL F YOUNG NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 07, 2027

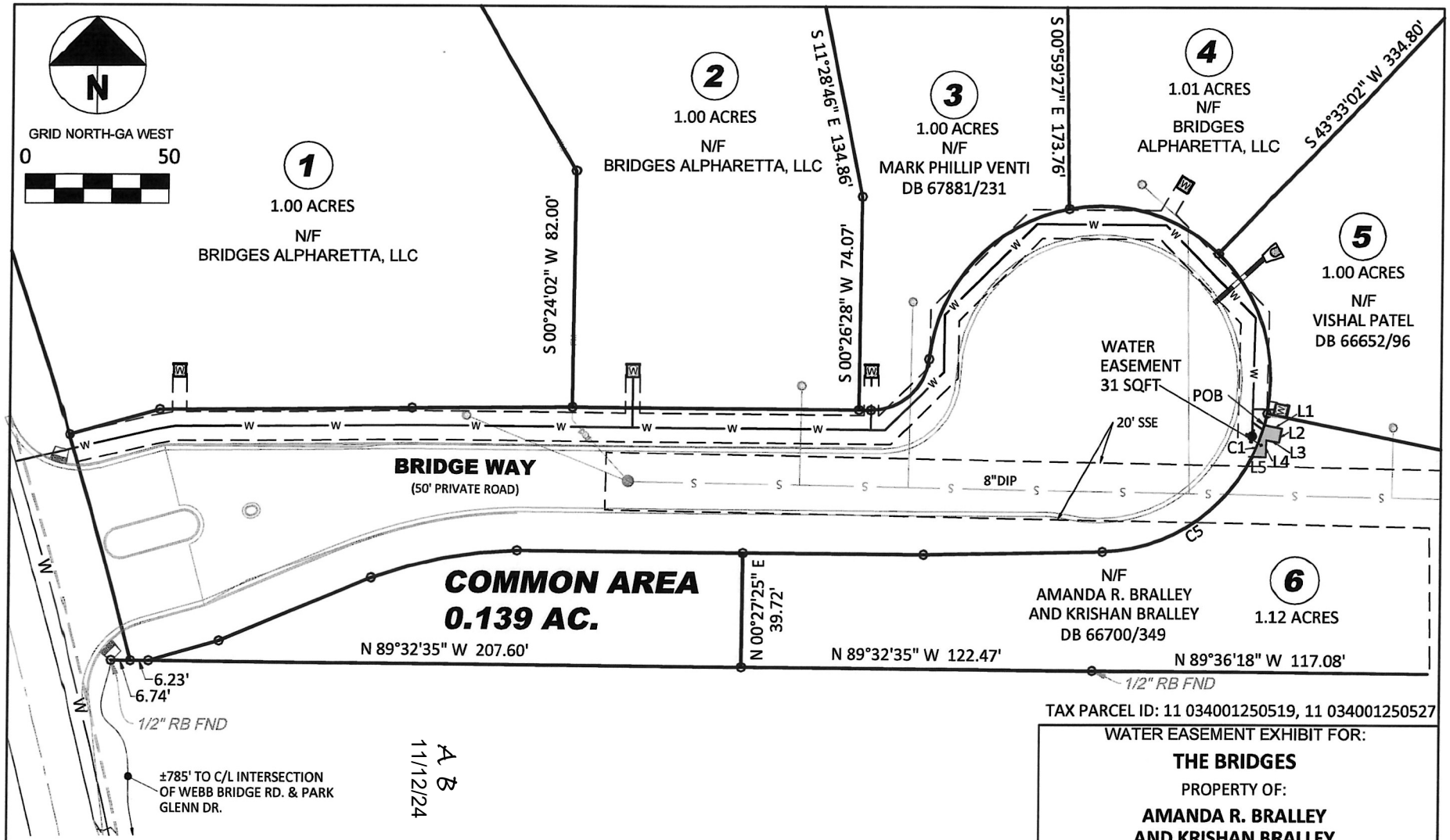
WATER
~~SEWER~~ EASEMENT EXHIBIT:
THE BRIDGES
PROPERTY OF:
AMANDA R. BRALLEY
AND KRISHAN BRALLEY

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

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LAND LOT 125 OF SAID DISTRICT AND SECTION, THENCE S 27°16'28" W 471.90' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED;

THENCE S 78°30'54" E A DISTANCE OF 6.21 TO A POINT;
THENCE S 11°29'06" W A DISTANCE OF 5.00 TO A POINT;
THENCE N 78°30'54" W A DISTANCE OF 4.55 TO A POINT;
THENCE S 01°24'36" W A DISTANCE OF 6.02 TO A POINT;
THENCE N 88°35'24" W A DISTANCE OF 4.76 TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 11.95', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF N 21°00'33" E, WITH A CHORD LENGTH OF 11.93' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 31 SQUARE FEET.



A B
11/12/24

TAX PARCEL ID: 11 034001250519, 11 034001250527

POB TIE: N 27°16'28" E 471.90'
TO 5/8"RBF @ NE CORNER
OF LAND LOT 125

LINE	BEARING	DISTANCE
L1	S 78°30'54" E	6.21'
L2	S 11°29'06" W	5.00'
L3	N 78°30'54" W	4.55'
L4	S 01°24'36" W	6.02'
L5	N 88°35'24" W	4.76'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	60.00'	11.95'	11.93'	N 21°00'33" E

GEORGIA
REGISTERED
No. LS003004
10/14/24
LAND SURVEYOR
CHRISTOPHER WAYNE CLARK

WATER EASEMENT EXHIBIT FOR:

THE BRIDGES

PROPERTY OF:

AMANDA R. BRALLEY
AND KRISHAN BRALLEY

LAND LOT 125 * 1ST DISTRICT * 1ST SECTION
CITY OF ALPHARETTA - FULTON COUNTY, GEORGIA

CLARK LAND
CONSULTANTS

Chris W. Clark, PLS ~ GA: LS003004 - LSF:001420
11 Belmore Manor Drive, Suwanee, Georgia 30024
Phone: 678.727.6985
Email: Chris@Chriswclark.com

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0550 **Meeting Date:** 8/6/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 300 square feet to Fulton County, a political subdivision of the State of Georgia, from owner Medley Johns Creek Phase 2 Owner, LLC, for the purpose of constructing the Medley Johns Creek Phase 2 Project at 11660 Johns Creek Parkway, Johns Creek, Georgia 30097. Effective upon approval.

Requirement for Board Action
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Medley Johns Creek Phase 2 Project, a mixed-use development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s)

in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 300 square feet and is located in Land Lots 398 and 399 of the 1st District, 1st Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a mixed-use development.

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name: Medley Johns Creek Phase 2
Tax Parcel Identification No.: 11 106003980406 & 11 106003990399
Land Disturbance Permit No.: _____
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

SEWER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 17th day of April, 2025, between Medley Johns Creek Phase 2 Owner, LLC, a limited liability company duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of $1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 398 and 399 of the District, 1st and 1st Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Medley Johns Creek Phase 2

Project Name

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

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

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

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

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

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

Signed, sealed and delivered this 17 day of April 20 25
in the presence of:

Tyler Hancock
Witness

Mary Christine Evans
Notary Public

[NOTARIAL SEAL]

MARY CHRISTINE EVANS
NOTARY PUBLIC
My Commission Expires
March 31, 2026
FULTON COUNTY, GEORGIA

GRANTOR: Medley Johns Creek Phase 2 Owner, LLC, a Delaware limited liability company

By: Vicky B

Print Name: Vicky Boyce

Title: Authorized Signatory

By:

Print Name:

Title:

[CORPORATE SEAL]

EXHIBIT "A"

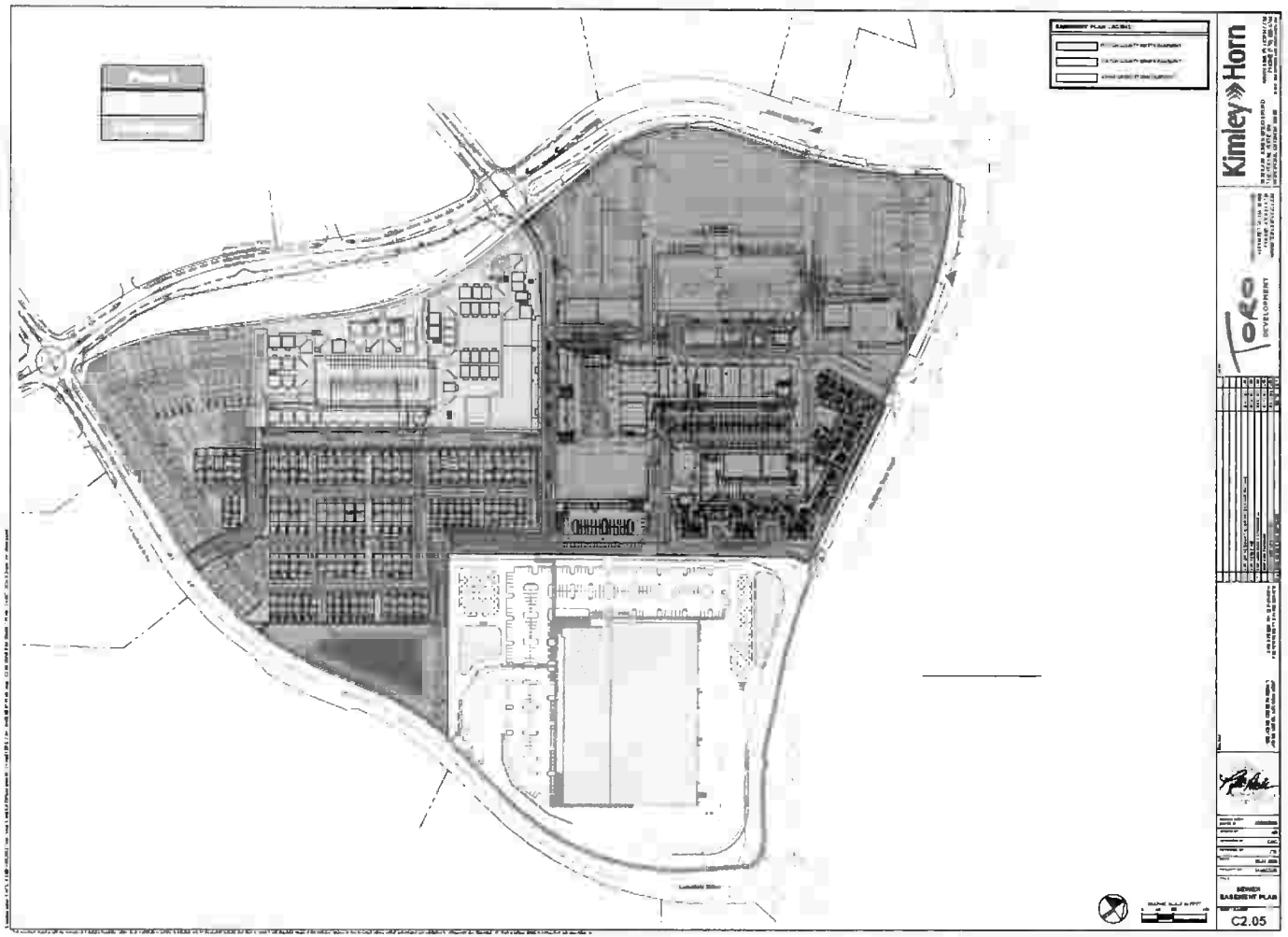
The Sewer Easement granted herein pertains only to that portion of the Sewer Easement Plan which is located on the Property described below:

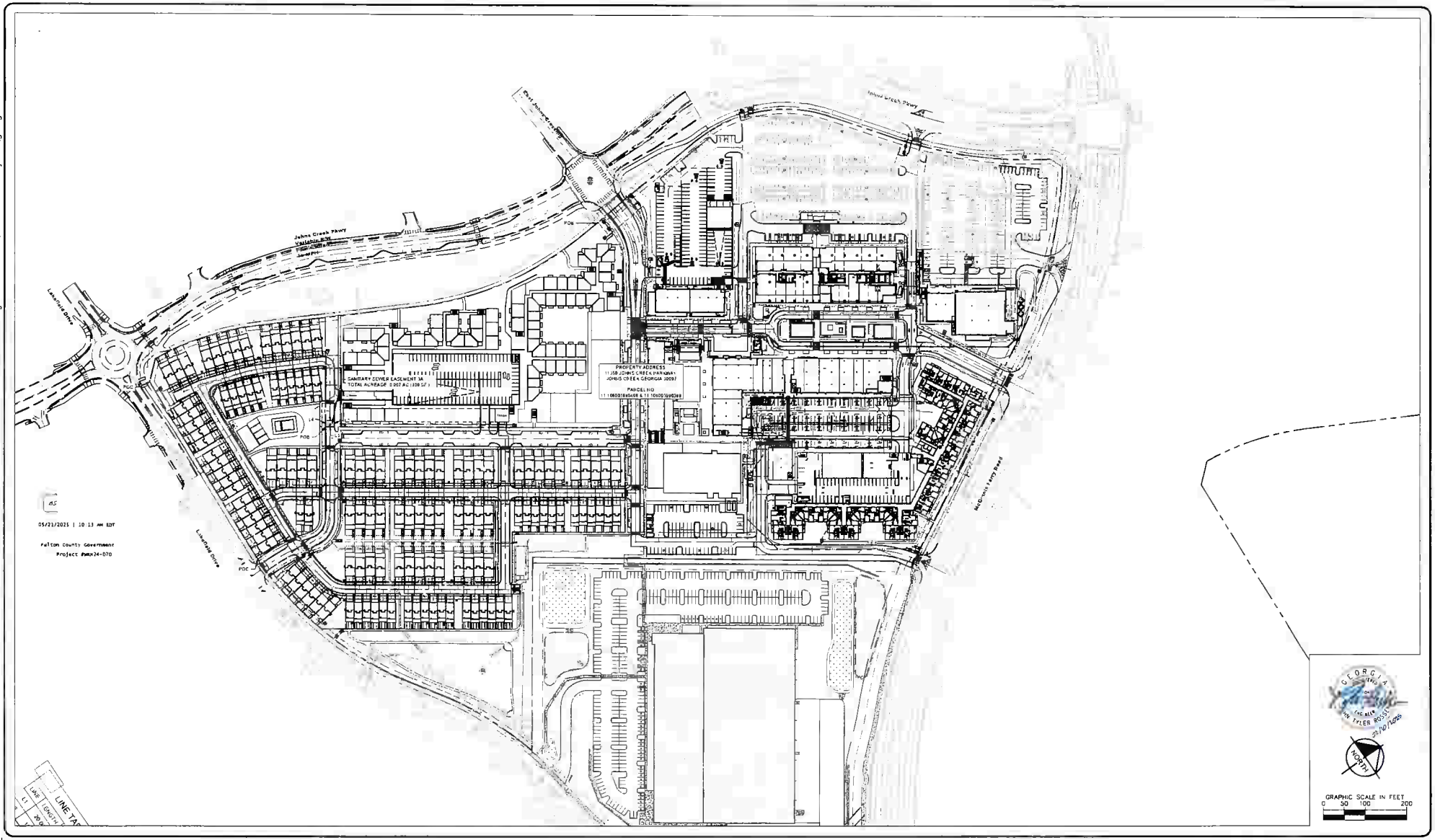
Tract 2

All that tract or parcel of land lying and being in Land Lots 398 and 399 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South 67° 41' 45" West a distance of 38.05 feet to an iron pin set; thence South 67° 41' 45" West a distance of 31.97 feet to an iron pin set; thence running along the southeasterly and easterly proposed Right of Way of Johns Creek Parkway the following courses: along a curve to the right an arc length of 144.76 feet, (said curve having a radius of 991.71 feet, with a chord bearing of South 35° 39' 57" West, and a chord length of 144.63 feet) to a point; thence running along an arc to the right an arc length of 227.99 feet, (said curve having a radius of 991.75 feet, with a chord bearing of South 46° 26' 01" West, and a chord length of 227.48 feet) to a point; thence South 53° 01' 31" West a distance of 169.35 feet to a point; thence running along a curve to the left an arc length of 353.06 feet, (said curve having a radius of 349.39 feet, with a chord bearing of South 23° 58' 36" West, and a chord length of 338.23 feet) to a point; thence South 05° 01' 35" East a distance of 263.98 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and leaving the proposed Right of Way of Johns Creek Parkway thence North 84° 58' 25" East a distance of 20.15 feet to an iron pin set; thence running along a curve to the right an arc length of 106.79 feet, (said curve having a radius of 153.00 feet, with a chord bearing of South 75° 01' 53" East, and a chord length of 104.63 feet) to an iron pin set; thence South 55° 02' 11" East a distance of 44.68 feet to an iron pin set; thence South 58° 52' 25" East a distance of 82.18 feet to an iron pin set; thence South 55° 02' 11" East a distance of 272.98 feet to an iron pin set; thence South 34° 57' 49" West a distance of 745.51 feet to an iron pin set; thence North 55° 02' 11" West a distance of 59.15 feet to an iron pin set; thence North 30° 21' 57" East a distance of 13.05 feet to a point; thence North 55° 02' 11" West a distance of 200.03 feet to an iron pin set on the southeasterly proposed Right of Way of Johns Creek Parkway; thence running along the proposed Right of Way the following courses: North 27° 58' 31" East a distance of 221.97 feet to

THE PORTION LABELED AS "PHASE II" AND SHADED ACCORDINGLY IN THE BELOW DEPICTION REFLECTS THE APPROXIMATE LOCATION OF THE ABOVE-DESCRIBED PROPERTY OVERLAID ON SUCH PLAN.





Kimley»Horn 3930 EAST JONES BRIDGE ROAD THE FORUM, SUITE 350 NORCROSS, GEORGIA 30092 PHONE 770.825.0743 www.kimley-horn.com	TITLE: *MULTI-FAMILY SEWER EASEMENT EXHIBIT*	PROJECT: MEDLEY-JOHNS CREEK TOWN CENTER	CLIENT: *TORO DEVELOPMENT COMPANY*

JOB NUMBER	014602003
SCALE	1" = 100'
DATE	02/11/2025
SHEET	*EXHIBIT A*

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC. 2018

K:\ATL_Civil\014602003_Toro Johns Creek\CAD\Exhibits\2025-02-10 Easement Exhibits\Toro MF Subdivision\Sewer\Toro MF Subdivision Sewer Easements.dwg Exhibit Feb 11, 2025 8:51am by alex.gallegos

SANITARY SEWER EASEMENT 3A:

BEGINNING AT THE SOUTHWESTERN CORNER OF THE PROPERTY LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399 THENCE SOUTH 86°28'45" EAST FOR A DISTANCE OF 460.84 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 782.51 FEET, AN ARC LENGTH OF 34.15 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°44'56" EAST FOR A CHORD DISTANCE OF 34.15 FEET TO A POINT; THENCE NORTH 00°47'35" WEST FOR A DISTANCE OF 11.64 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 424.50 FEET, AN ARC LENGTH OF 128.91 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°54'24" EAST FOR A CHORD DISTANCE OF 128.42 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 35.50 FEET, AN ARC LENGTH OF 44.39 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°12'53" WEST FOR A CHORD DISTANCE OF 41.55 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 218.81 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 14.50 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 15.00 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.007 ACRES (300 SF) MORE OR LESS.

DS
BS

05/21/2025 | 10:13 AM EDT

Fulton County Government

Project #WRN24-070

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	N34°57'48.98"E
L2	15.00	S55°02'11.02"E
L3	20.00	S34°57'48.98"W
L4	15.00	N55°02'11.02"W

Kimley»Horn
3930 EAST JONES BRIDGE ROAD
THE FORUM, SUITE 350
NORCROSS, GEORGIA 30092
PHONE: 770.825.0744 www.kimley-horn.com

PROJECT: *MEDLEY-JOHNS CREEK TOWN CENTER*

TITLE: *MULTI-FAMILY SANITARY SEWER LEGAL DESCRIPTIONS AND L&C TABLE*

CLIENT: *TORO DEVELOPMENT COMPANY*

JOB NO.: 014602003
SCALE: N.T.S
DATE: 02/10/2025
SHEET: EXHIBIT B

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2021

K:\ATL_Civil\014602003_Toro Johns Creek\CAD\Exhibits\2025-02-07 Easement Exhibits\Toro MF Subdivision\Sewer\Toro MF Subdivision Sewer Easements.dwg Legal Description Feb 10, 2025 4:05pm by: alex.gallegos

CONSENT JOINDER TO
SEWER LINE EASEMENT

The Development Authority of Fulton County (the "DAFC") is the owner of the fee simple interest in the property subject to Lease Agreement by and between DAFC and Medley Johns Creek Phase 2 Owner, LLC dated December 1, 2024 (the "Lease") as evidenced by that Short Form Lease Agreement recorded in Deed Book 68498, page 103 of the Fulton County Georgia records. DAFC hereby consents and joins in the execution of the within and foregoing Sewer Line Easement for purposes of evidencing its agreement thereto.

Notwithstanding the foregoing or anything to the contrary contained herein or in the Sewer Line Easement, nothing in this Consent or the Sewer Line Easement shall be deemed to (i) increase the liability of DAFC or (ii) restrict or subordinate the Unassigned Rights (as defined in the Lease) of DAFC. Further notwithstanding anything to the contrary contained herein or in the Sewer Line Easement, DAFC makes no representations or warranties regarding the status of its title in the Project (as defined in the Lease) or any encumbrances thereon.

[Signature on the following page.]

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the DAFC this 22 day of May, 2025.

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public
My commission expires: 01/31/26
[NOTARIAL SEAL]

LAUREN WOODYARD DANIELS NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA January 31, 2026

DEVELOPMENT AUTHORITY OF
FULTON COUNTY

By:
Name: Kwanza Hall
Title: Chairman
[CORPORATE SEAL]

DEVELOPMENT AUTHORITY OF FULTON COUNTY CORPORATE SEAL STATE OF GEORGIA

CONSENT JOINDER TO
SEWER LINE EASEMENT

Synovus Bank ("Synovus") is the Grantee of that Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement granted by Development Authority of Fulton County dated December 1, 2024 and recorded in Deed Book 68498, page 129 of the Fulton County Georgia records. Synovus hereby consents and joins in the execution of the within and foregoing Sewer Line Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the Synovus this 22 day of May, 2025.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My commission expires:
[NOTARIAL SEAL]

JANICE VAGNER
Notary Public
Alabama State at Large
My Commission Expires Oct 4, 2027

SYNOVUS BANK

By:
Name: Dean Matthews
Title: SVP

[CORPORATE SEAL]

SYNOVUS BANK
SEAL
GEORGIA

CONSENT TO
SEWER LINE EASEMENT

Banco Inbursa, S.A., Institución De Banca Múltiple, Grupo Financiero Inbursa ("Banco Inbursa") is the Grantee of that Amended and Restated Fee and Leasehold Deed to Secure Debt, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing granted by Development Authority of Fulton County, Medley Johns Creek Phase 1 Owner, LLC, and Medley Johns Creek Phase 2 Owner, LLC dated December 5, 2024 and recorded in Deed Book 68498, page 149 of the Fulton County Georgia records. Banco Inbursa hereby consents in the execution of the within and foregoing Sewer Line Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by Banco Inbursa this 2nd day of May, 2025.

Signed, sealed and delivered in the presence of:

Christine A. Gilleland
Unofficial Witness

Notary Public
My commission expires: 6-28-2027
[NOTARIAL SEAL]

MARTIN THOMAS BROWN
NOTARY PUBLIC
My Commission Expires
6-28-2027
GWINNETT COUNTY, GEORGIA

BANCO INBURSA, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO INBURSA, an entity formed under the laws of the United Mexican States

By: **TRIMONT LLC**, its servicer

By: _____
Name: Brad Bullock
Title: Authorized Signatory
[CORPORATE SEAL]

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0551 **Meeting Date:** 8/6/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Water Easement Dedication of 2,888 square feet to Fulton County, a political subdivision of the State of Georgia, from owner Medley Johns Creek Phase 2 Owner, LLC, for the purpose of constructing the Medley Johns Creek Phase 2 Project at 11660 Johns Creek Parkway, Johns Creek, Georgia 30097. Effective upon approval.

Requirement for Board Action
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Medley Johns Creek Phase 2 Project, a mixed-use development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where

a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 2,888 square feet and is located in Land Lots 398 and 399 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Medley Johns Creek Phase 2
Tax Parcel Identification No.: 11 106003990399
Land Disturbance Permit No.: WRN24-070
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

WATER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 17th day of April, 20 25, between Medley Johns Creek Phase 2 Owner, LLC, a limited liability company duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 398 and 399, 1st Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit

Medley Johns Creek Phase 2

Project Name

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

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

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

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

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

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

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

Signed, sealed and delivered this 17 day of April, 20 25 in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

MARY CHRISTINE EVANS
NOTARY PUBLIC
My Commission Expires
March 31, 2026
FULTON COUNTY, GEORGIA

GRANTOR: Medley Johns Creek Phase 2 Owner, LLC, a Delaware limited liability company

By:

Print Name: Vicky Boyce

Title: Authorized Signatory

By:

Print Name:

Title:

[CORPORATE SEAL]

EXHIBIT "A"

The Waterline Easement granted herein pertains only to that portion of the Water Easement Plan which is located on the Property described below:

Tract 2

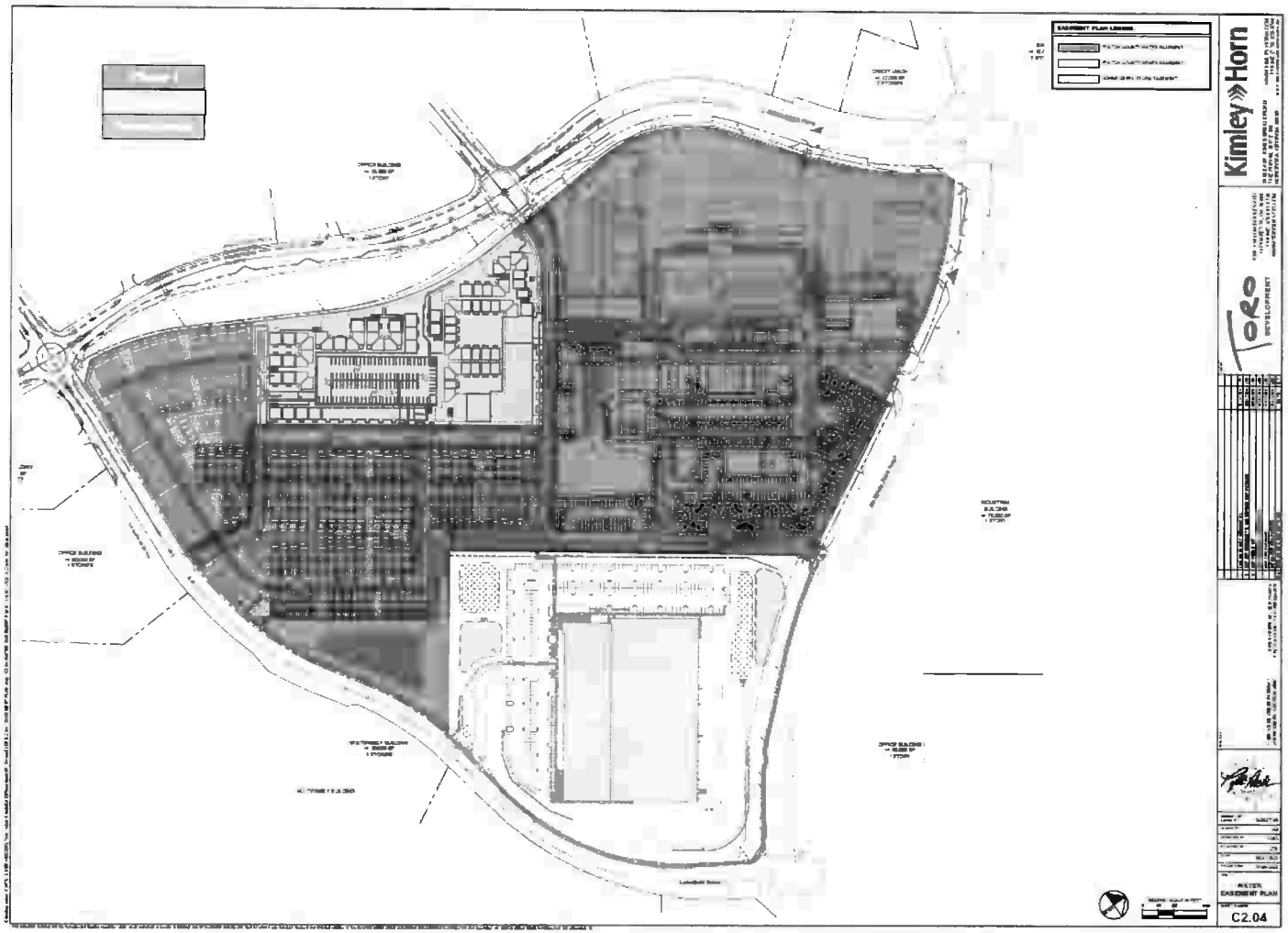
All that tract or parcel of land lying and being in Land Lots 398 and 399 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

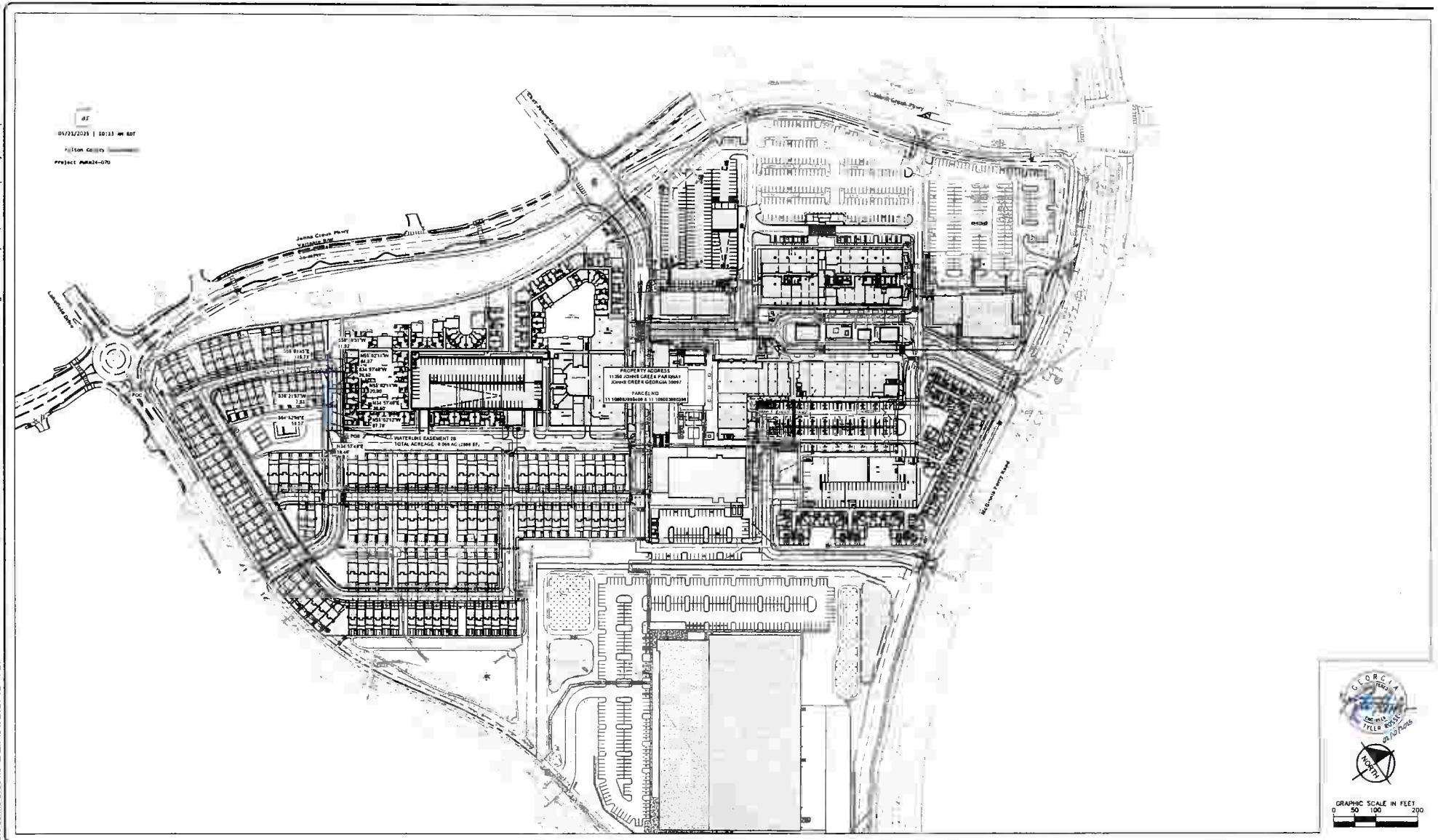
To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South 67° 41' 45" West a distance of 38.05 feet to an iron pin set; thence South 67° 41' 45" West a distance of 31.97 feet to an iron pin set; thence running along the southeasterly and easterly proposed Right of Way of Johns Creek Parkway the following courses: along a curve to the right an arc length of 144.76 feet, (said curve having a radius of 991.71 feet, with a chord bearing of South 35° 39' 57" West, and a chord length of 144.63 feet) to a point; thence running along an arc to the right an arc length of 227.99 feet, (said curve having a radius of 991.75 feet, with a chord bearing of South 46° 26' 01" West, and a chord length of 227.48 feet) to a point; thence South 53° 01' 31" West a distance of 169.35 feet to a point; thence running along a curve to the left an arc length of 353.06 feet, (said curve having a radius of 349.39 feet, with a chord bearing of South 23° 58' 36" West, and a chord length of 338.23 feet) to a point; thence South 05° 01' 35" East a distance of 263.98 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and leaving the proposed Right of Way of Johns Creek Parkway thence North 84° 58' 25" East a distance of 20.15 feet to an iron pin set; thence running along a curve to the right an arc length of 106.79 feet, (said curve having a radius of 153.00 feet, with a chord bearing of South 75° 01' 53" East, and a chord length of 104.63 feet) to an iron pin set; thence South 55° 02' 11" East a distance of 44.68 feet to an iron pin set; thence South 58° 52' 25" East a distance of 82.18 feet to an iron pin set; thence South 55° 02' 11" East a distance of 272.98 feet to an iron pin set; thence South 34° 57' 49" West a distance of 745.51 feet to an iron pin set; thence North 55° 02' 11" West a distance of 59.15 feet to an iron pin set; thence North 30° 21' 57" East a distance of 13.05 feet to a point; thence North 55° 02' 11" West a distance of 200.03 feet to an iron pin set on the southeasterly proposed Right of Way of Johns Creek Parkway; thence running along the proposed Right of Way the following courses: North 27° 58' 31" East a distance of 221.97 feet to

a point; thence running along a curve to the left an arc length of 431.99 feet, (said curve having a radius of 750.00 feet, with a chord bearing of North 11° 28' 28" East, and a chord length of 426.04 feet) to a point; thence North 05° 01' 35" West a distance of 87.73 feet to the TRUE POINT OF BEGINNING.

Said tract contains 5.860 Acres (255,281 Square Feet).

THE PORTION LABELED AS "PHASE II" AND SHADED ACCORDINGLY IN THE BELOW DEPICTION REFLECTS THE APPROXIMATE LOCATION OF THE ABOVE-DESCRIBED PROPERTY OVERLAID ON SUCH PLAN.





K:\ATL_Civil\014602003_Toro Johns Creek\CAD\Exhibits\2025-02-10 Easement Exhibits\Toro MF Subdivision\Water\Toro MF Subdivision Waterline Easements.dwg, Exhibit Apr 24, 2025 2:08pm by dhruv.patel

Kimley»Horn

3930 EAST JONES BRIDGE ROAD THE FORUM, SUITE 350 NORCROSS, GEORGIA 30092
PHONE: 770.825.0744 www.kimley-horn.com

TITLE: *MULTI-FAMILY WATERLINE EASEMENT EXHIBIT*

PROJECT: MEDLEY-JOHNS CREEK TOWN CENTER

CLIENT: *TORO DEVELOPMENT COMPANY*

JOB NUMBER	014602003
SCALE	1" = 100'
DATE	04/24/2025
SHEET	EXHIBIT A

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2018

WATERLINE EASEMENT 2B:

BEGINNING AT THE SOUTH WESTERN PROPERTY CORNER, LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399 THENCE SOUTH 31°26'34" EAST FOR A DISTANCE OF 460.84 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 782.51 FEET, AN ARC LENGTH OF 34.15 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32°42'45" EAST FOR A CHORD DISTANCE OF 34.15 FEET TO A POINT; THENCE NORTH 54°14'36" EAST FOR A DISTANCE OF 11.64 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 424.50 FEET, AN ARC LENGTH OF 128.91 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 62°56'35" EAST FOR A CHORD DISTANCE OF 128.42 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 35.50 FEET, AN ARC LENGTH OF 44.39 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 35°49'18" EAST FOR A CHORD DISTANCE OF 41.55 FEET TO A POINT; THENCE DUE NORTH FOR A DISTANCE OF 218.81 FEET TO A POINT; THENCE DUE EAST FOR A DISTANCE OF 24.50 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.
THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 19.46 FEET TO A POINT;THENCE SOUTH 54°52'59" EAST FOR A DISTANCE OF 59.57 FEET TO A POINTTHENCE SOUTH 30°21'57" WEST FOR A DISTANCE OF 7.83 FEET TO A POINT; THENCE SOUTH 55°01'45" EAST FOR A DISTANCE OF 115.73 FEET TO A POINT; THENCE SOUTH 50°28'31" WEST FOR A DISTANCE OF 11.92 FEET TO A POINT;THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 64.97 FEET TO A POINT;THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 20.60 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 20.60 FEET TO A POINT; THENCE NORTH 55°02'12" WEST FOR A DISTANCE OF 87.78 FEET TO A POINT; THENCE SOUTH 30°21'57" WEST FOR A DISTANCE OF 7.83 FEET TO A POINT; ; SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.066 ACRES (2888 SF) MORE OR LESS.

DS

BS

05/21/2025 | 10:13 AM EDT

Fulton County Government

Project #WRN24-070

K:\ATL_Civil\014602003_Toro Johns Creek\CAD\Exhibits\2025-02-10 Easement Exhibits\Toro MF Subdivision\Water\Toro MF Subdivision Waterline Easements.dwg Legal Description Apr 24, 2025 2:06pm by: dhruv.patel

Kimley»Horn
3930 EAST JONES BRIDGE ROAD
THE FORUM, SUITE 350
NORCROSS, GEORGIA 30092
PHONE: 770.825.0744 www.kimley-horn.com

PROJECT: *MEDLEY-JOHNS CREEK TOWN CENTER*

TITLE: *MULTI-FAMILY WATER EASEMENT LEGAL DESCRIPTIONS*

CLIENT: *TORO DEVELOPMENT COMPANY*

JOB NO.	014602003
SCALE	N.T.S
DATE	04/24/2025
SHEET	EXHIBIT B

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2017

CONSENT JOINDER TO
WATERLINE EASEMENT

The Development Authority of Fulton County (the "DAFC") is the owner of the fee simple interest in the property subject to Lease Agreement by and between DAFC and Medley Johns Creek Phase 2 Owner, LLC dated December 1, 2024 (the "Lease") as evidenced by that Short Form Lease Agreement recorded in Deed Book 68498, page 103 of the Fulton County Georgia records. DAFC hereby consents and joins in the execution of the within and foregoing Waterline Easement for purposes of evidencing its agreement thereto.

Notwithstanding the foregoing or anything to the contrary contained herein or in the Waterline Easement, nothing in this Consent or the Waterline Easement shall be deemed to (i) increase the liability of DAFC or (ii) restrict or subordinate the Unassigned Rights (as defined in the Lease) of DAFC. Further notwithstanding anything to the contrary contained herein or in the Waterline Easement, DAFC makes no representations or warranties regarding the status of its title in the Project (as defined in the Lease) or any encumbrances thereon.

[Signature on the following page.]

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the DAFC this 22nd day of May, 2025.

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public
My commission expires: 01/31/26
[NOTARIAL SEAL]

LAUREN WOODYARD DANIELS NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA January 31, 2026

DEVELOPMENT AUTHORITY OF
FULTON COUNTY

By:
Name: Kwanza Hall
Title: Chairman
[CORPORATE SEAL]

DEVELOPMENT AUTHORITY OF FULTON COUNTY CORPORATE SEAL STATE OF GEORGIA

CONSENT JOINDER TO
WATERLINE EASEMENT

Synovus Bank ("Synovus") is the Grantee of that Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement granted by Development Authority of Fulton County dated December 1, 2024 and recorded in Deed Book 68498, page 129 of the Fulton County Georgia records. Synovus hereby consents and joins in the execution of the within and foregoing Waterline Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the Synovus this 22 day of May, 2025.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My commission expires:
[NOTARIAL SEAL]

JANICE VAGNER
Notary Public
Alabama State at Large
My Commission Expires Oct 4, 2027

SYNOVUS BANK

By:
Name: Dean Mathews
Title: SVP

[CORPORATE SEAL]

SYNOVUS BANK
SEAL
GEORGIA

CONSENT TO
WATERLINE EASEMENT

Banco Inbursa, S.A., Institución De Banca Múltiple, Grupo Financiero Inbursa ("Banco Inbursa") is the Grantee of that Amended and Restated Fee and Leasehold Deed to Secure Debt, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing granted by Development Authority of Fulton County, Medley Johns Creek Phase 1 Owner, LLC, and Medley Johns Creek Phase 2 Owner, LLC dated December 5, 2024 and recorded in Deed Book 68498, page 149 of the Fulton County Georgia records. Banco Inbursa hereby consents in the execution of the within and foregoing Waterline Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by Banco Inbursa this 2nd day of May, 2025.

Signed, sealed and delivered in the presence of:

Christine A. Gilleland
Unofficial Witness

Notary Public
My commission expires: 6-28-2027
[NOTARIAL SEAL]

MARTIN THOMAS BROWN
NOTARY PUBLIC
My Commission Expires
6-28-2027
GWINNETT COUNTY, GEORGIA

BANCO INBURSA, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO INBURSA, an entity formed under the laws of the United Mexican States

By: **TRIMONT LLC**, its servicer

By:
Name: Brad Bullock
Title: Authorized Signatory
[CORPORATE SEAL]

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0552 **Meeting Date:** 8/6/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Water Easement Dedication of 9,780 square feet to Fulton County, a political subdivision of the State of Georgia, from owner Medley Johns Creek Phase 1 Owner, LLC, for the purpose of constructing the Medley Johns Creek Phase 1 Project at 11660 Johns Creek Parkway, Johns Creek, Georgia 30097. Effective upon approval.

Requirement for Board Action
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Medley Johns Creek Phase 1 Project, a mixed-use development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where

a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 9,780 square feet and is located in Land Lots 398, 399, 400, 403, 404, and 405 of the 1st District, 1st Section of Fulton County, Georgia

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Medley Johns Creek Phase 1
Tax Parcel Identification No.: 11 106003990399
Land Disturbance Permit No.: WRN24-070
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

WATER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 17th day of April, 20 25, between Medley Johns Creek Phase 1 Owner, LLC, a limited liability company duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 398, 399, 400, 403, 404 and 405, 1st Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit

Medley Johns Creek Phase 1

Project Name

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

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

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

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

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

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

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

Signed, sealed and delivered this 17 day of April, 20 25 in the presence of:

Tyler Hancock
Witness

Mary Christine Evans
Notary Public

[NOTARIAL SEAL]

MARY CHRISTINE EVANS
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires March 31, 2026

GRANTOR: Medley Johns Creek Phase 1 Owner, LLC, a Delaware limited liability company

By: Vicky Boyce

Print Name: Vicky Boyce

Title: Authorized Signatory

By: ~~_____~~

Print Name: _____

Title: _____

[CORPORATE SEAL]

EXHIBIT "A"

The Waterline Easement granted herein pertains only to that portion of the Water Easement Plan which is located on the Property described below:

Tract 1

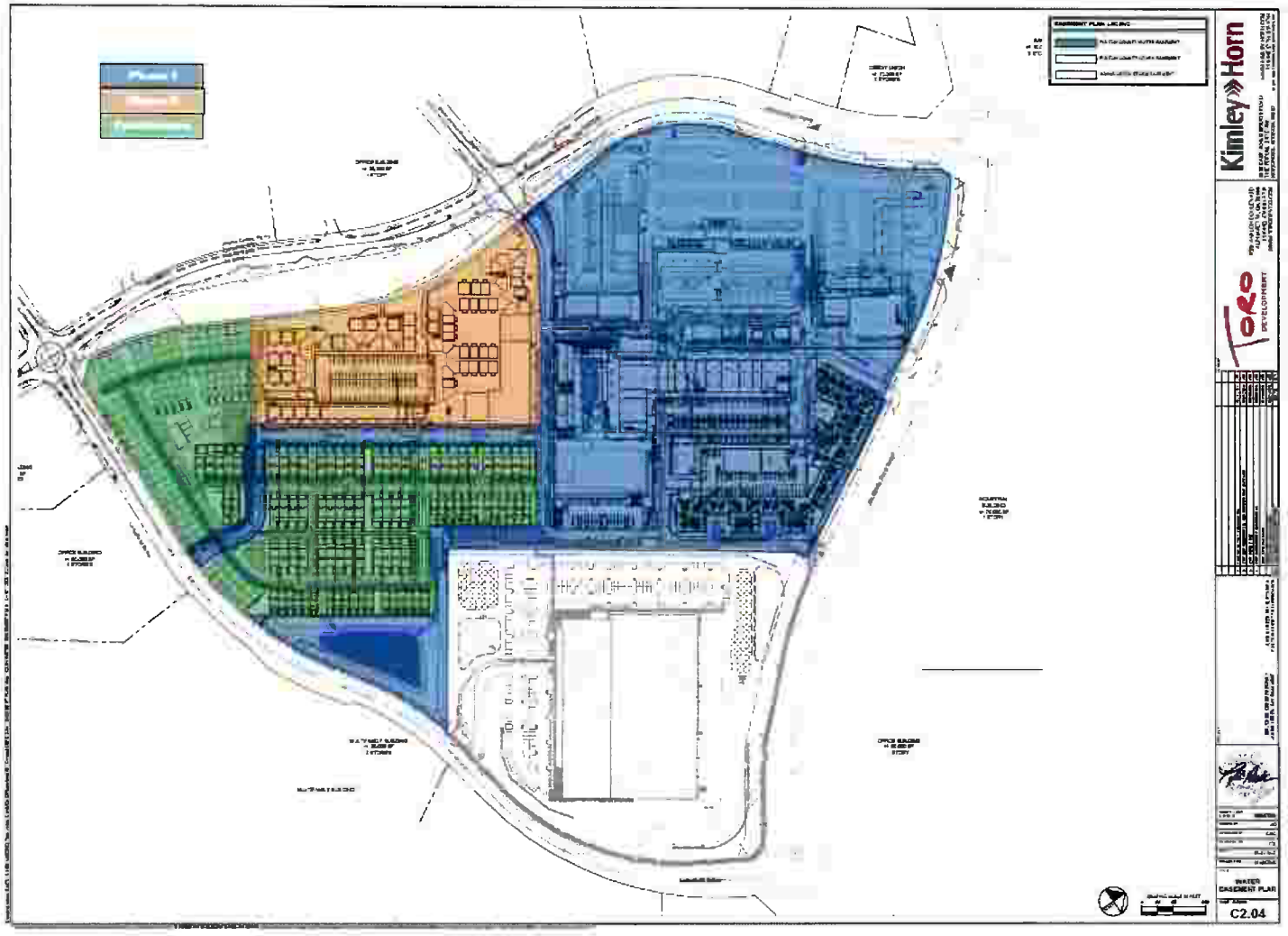
All that tract or parcel of land lying and being in Land Lots 398, 399, 400, 403, 404 and 405 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

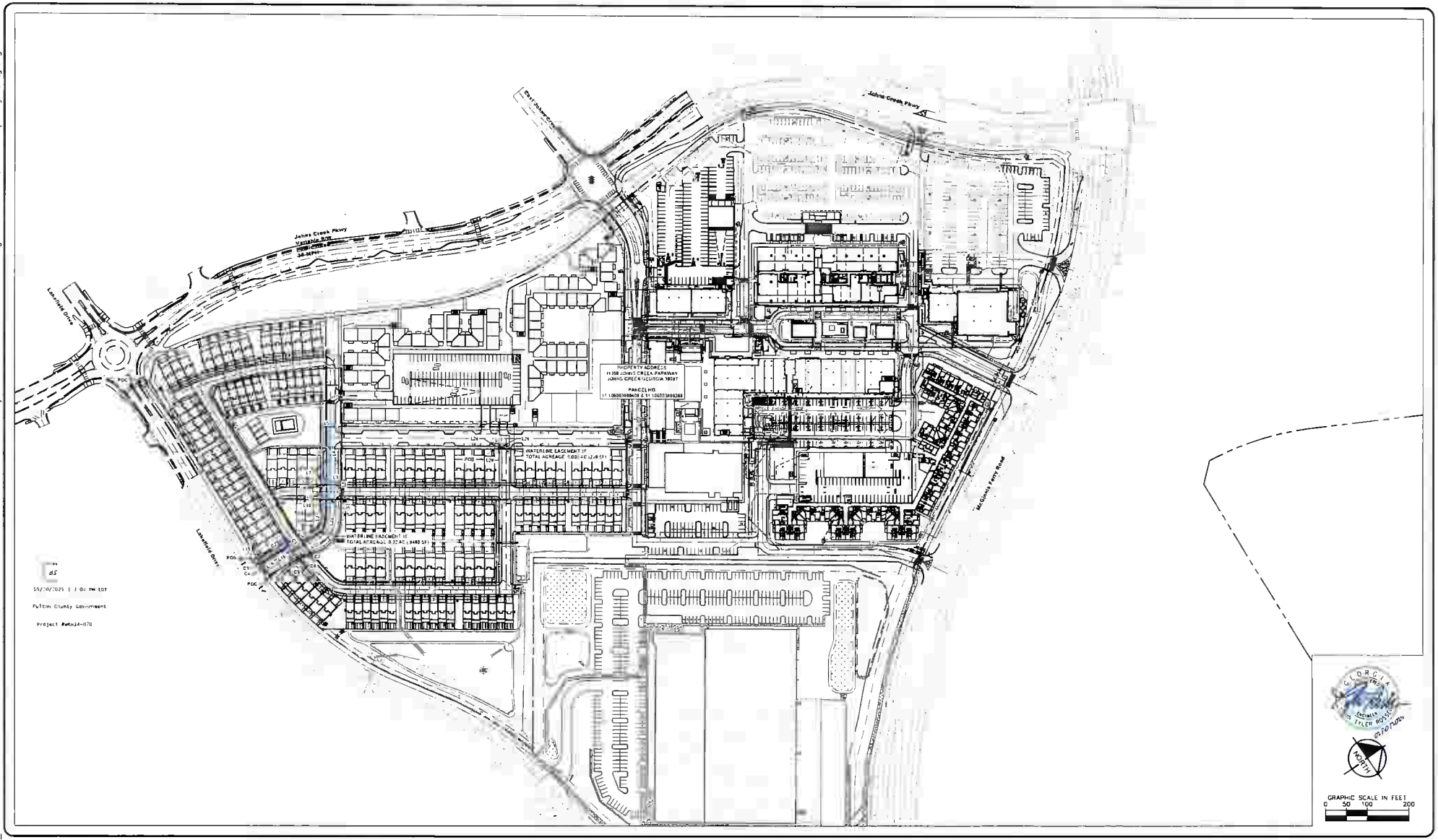
To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South 67° 41' 45" West a distance of 38.05 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and running along the southwesterly proposed Right of Way of McGinnis Ferry Road the following courses: thence running along a curve to the right an arc length of 434.61 feet, (said curve having a radius of 1005.00 feet, with a chord bearing of South 40° 55' 29" East, and a chord length of 431.23 feet) to a point; thence South 28° 32' 10" East a distance of 160.00 feet to an iron pin set; thence North 61° 27' 50" East a distance of 13.00 feet to an iron pin set; thence South 28° 32' 10" East a distance of 444.22 feet to an iron pin set; thence leaving said proposed Right of Way and running South 58° 15' 59" West a distance of 38.07 feet to an iron pin set; thence South 35° 28' 20" West a distance of 873.20 feet to a mag nail set; thence South 54° 47' 00" East a distance of 460.71 feet to an iron pin set on the northerly proposed Right of Way of Lakefield Drive; thence running along said proposed Right of Way along a curve to the left an arc length of 242.74 feet, (said curve having a radius of 752.20 feet, with a chord bearing of South 66° 37' 31" West, and a chord length of 241.69 feet) to a point; thence South 57° 24' 04" West a distance of 107.97 feet to a point; thence running along a curve to the right an arc length of 233.61 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 65° 57' 13" West, and a chord length of 232.75 feet) to an iron pin set; thence leaving proposed Right of Way and running North 34° 57' 50" East a distance of 458.80 feet to an iron pin set; thence North 34° 56' 27" East a distance of 3.50 feet to a point; thence running along a curve to the left an arc length of 23.56 feet, (said curve having a radius of 15.00 feet, with a chord bearing of North 10° 02' 11" West, and a chord length of 21.21 feet) to a point; thence North 55° 02' 11" West a distance of 93.00 feet to a point; thence South 34° 57' 49" West a distance of 19.01 feet to a point; thence North 55° 02' 11" West a distance of 125.00 feet to a point; thence North 34° 57' 49" East a distance of 270.50 feet to a point; thence North 55° 02' 11" West a distance of 198.00 feet to a point; thence South 34° 57' 49" West a distance of 682.50 feet to a point; thence South 55° 02' 11"

East a distance of 165.81 feet to a point; thence running along a curve to the right an arc length of 105.66 feet, (said curve having a radius of 84.50 feet, with a chord bearing of South 19° 12' 53" East, and a chord length of 98.91 feet) to a point; thence along a curve to the left an arc length of 114.03 feet, (said curve having a radius of 375.50 feet, with a chord bearing of South 07° 54' 24" West, and a chord length of 113.60 feet) to a point; thence South 00° 47' 35" East a distance of 11.63 feet to a point on the northerly proposed Right of Way of Lakefield Drive; thence running along said proposed Right of Way along a curve to the right an arc length of 49.01 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 89° 12' 26" West, and a chord length of 49.00 feet) to a point; thence leaving the proposed Right of Way and running North 00° 47' 35" West a distance of 11.63 feet to a point; thence running along a curve to the right an arc length of 128.91 feet, (said curve having a radius of 424.50 feet, with a chord bearing of North 07° 54' 24" East, and a chord length of 128.42 feet) to a point; thence along a curve to the left an arc length of 44.39 feet, (said curve having a radius of 35.50 feet, with a chord bearing of North 19° 12' 53" West, and a chord length of 41.55 feet) to a point; thence North 55° 02' 11" West a distance of 218.81 feet to a found; thence North 34° 57' 49" East a distance of 745.51 feet to an iron pin set; thence North 55° 02' 11" West a distance of 272.98 feet to an iron pin set; thence North 58° 52' 25" West a distance of 82.18 feet to an iron pin set; thence North 55° 02' 11" West a distance of 44.68 feet to an iron pin set; thence running along a curve to the left an arc length of 106.79 feet, (said curve having a radius of 153.00 feet, with a chord bearing of North 75° 01' 53" West, and a chord length of 104.63 feet) to an iron pin set; thence South 84° 58' 25" West a distance of 20.15 feet to an iron pin set on the easterly proposed Right of Way of Johns Creek Parkway; thence running along said proposed Right of Way the following courses: North 05° 01' 35" West a distance of 263.98 feet to a point; thence running along a curve to the right an arc length of 353.06 feet, (said curve having a radius of 349.39 feet, with a chord bearing of North 23° 58' 36" East, and a chord length of 338.23 feet) to a point; thence North 53° 01' 31" East a distance of 169.35 feet to a point; thence running along a curve to the left an arc length of 227.99 feet, (said curve having a radius of 991.75 feet, with a chord bearing of North 46° 26' 01" East, and a chord length of 227.48 feet) to a point; thence along a curve to the left an arc length of 144.76 feet, (said curve having a radius of 991.71 feet, with a chord bearing of North 35° 39' 57" East, and a chord length of 144.63 feet) to a point on the aforementioned miter; thence running along said miter North 67° 41' 45" East a distance of 31.97 feet to the TRUE POINT OF BEGINNING.

Said tract contains 24.533 Acres (1,068,642 Square Feet).

THE PORTION LABELED AS "PHASE II" AND SHADED ACCORDINGLY IN THE BELOW DEPICTION REFLECTS THE APPROXIMATE LOCATION OF THE ABOVE-DESCRIBED PROPERTY OVERLAID ON SUCH PLAN.





Kimley»Horn

3930 EAST JONES BRIDGE ROAD THE FORUM SUITE 350 NORCROSS GEORGIA 30092
PHONE 770 825 0744 www.kimley-horn.com

TITLE: TORO MEDLEY MIXED-USE WATER LINE EXHIBIT

PROJECT: MEDLEY-JOHNS CREEK TOWN CENTER

CLIENT: TORO DEVELOPMENT COMPANY

JOB NUMBER	014602003
SCALE	1" = 100'
DATE	02/10/2025
SHEET	EXHIBIT A

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC. 2014

K:\ATL_Civil\014602003_Toro Johns Creek\CAD\Exhibits\2025-02-07 Easement Exhibits\Toro Mixed Use Subdivision\Water\Toro Medley Mixed Use Water Line Easements.dwg Exhibit Feb 10, 2025 5:23pm by alex.gallegos

LINE AND CURVE TABLE			
NO.	DELTA OR BRG	RADIUS	LENGTH
C1	Δ=1° 36' 03"	604.84'	16.90'
C2	Δ=10° 16' 49"	424.50'	76.17'
C3	Δ=0° 38' 41"	764.99'	8.61'
C4	Δ=0° 50' 47"	782.51'	11.56'
C5	Δ=1° 52' 44"	885.83'	29.05'
C6	Δ=3° 07' 37"	375.50'	20.49'
C7	Δ=1° 04' 52"	695.02'	13.11'
L1	N 34°57'49" E		24.37'
L2	N 55°02'11" W		20.00'
L3	S 34°57'49" W		24.31'
L4	N 54°52'59" W		130.50'
L5	S 34°57'49" W		20.00'
L6	S 54°52'59" E		130.50'
L7	S 34°57'49" W		4.69'
L8	S 55°02'11" E		20.00'
L9	N 34°57'49" E		4.63'
L10	S 54°52'59" E		48.54'
L11	S 44°33'24" E		42.53'
L12	S 1°52'00" E		75.22'
L15	S 0°47'35" E		11.61'
L18	N 0°03'13" W		31.20'
L19	N 4°52'17" E		36.47'
L23	N 1°52'00" W		83.31'
L24	N 44°33'13" W		52.16'
L25	N 54°52'59" W		50.40'

LINE AND CURVE TABLE			
NO.	DELTA OR BRG	RADIUS	LENGTH
L26	N 55°02'06" W		14.52'
L27	S 34°57'54" W		20.00'
L28	S 55°02'06" E		14.52'
L29	N 34°57'50" E		20.00'

DS

BS

05/20/2025 | 3:00 PM EDT

Fulton County Government

Project #WRN24-070

Kimley»Horn
3930 EAST JONES BRIDGE ROAD
THE FORUM, SUITE 350
NORCROSS, GEORGIA 30092
PHONE: 770.825.0744 www.kimley-horn.com

PROJECT: MEDLEY-JOHNS CREEK TOWN CENTER

TITLE: TORO MEDLEY MIXED-USE WATERLINE L&C TABLE

CLIENT: TORO DEVELOPMENT COMPANY

JOB NO.: 014602003
SCALE: N.T.S
DATE: 02/10/2025
SHEET: EXHIBIT B

THE DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., [illegible]

K:\ATL_Civil\014602003_Toro Johns Creek\CAD\Exhibits\2025-02-07 Easement Exhibits\Toro Mixed Use Subdivision\Water\Toro Medley Mixed Use Water Line Easements .dwg L&C Table Feb 10, 2025 5:25pm by: alex.gallegos

WATERLINE EASEMENT 3E:

BEGINNING AT THE SOUTHWESTERN PROPERTY CORNER OF THE PROPERTY LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399, THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 782.51 FEET, AN ARC LENGTH OF 34.15 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°44'56" WEST FOR A CHORD DISTANCE OF 34.14 FEET TO A POINT; THENCE NORTH 86°28'45" WEST FOR A DISTANCE OF 460.84 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.THENCE SOUTH 00°47'35" EAST FOR A DISTANCE OF 11.61 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 764.99 FEET, AN ARC LENGTH OF 8.61 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°09'26" EAST FOR A CHORD DISTANCE OF 8.61 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 782.51 FEET, AN ARC LENGTH OF 11.56 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°56'51" EAST FOR A CHORD DISTANCE OF 11.56 FEET TO A POINT; THENCE NORTH 00°03'13" WEST FOR A DISTANCE OF 31.20 FEET TO A POINT; THENCE NORTH 04°52'17" EAST FOR A DISTANCE OF 36.47 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 885.83 FEET, AN ARC LENGTH OF 29.05 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°03'28" EAST FOR A CHORD DISTANCE OF 29.05 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 375.50 FEET, AN ARC LENGTH OF 20.49 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'23" EAST FOR A CHORD DISTANCE OF 20.49 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 695.02 FEET, AN ARC LENGTH OF 13.11 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°04'55" WEST FOR A CHORD DISTANCE OF 13.11 FEET TO A POINT; THENCE NORTH 01°52'00" WEST FOR A DISTANCE OF 83.31 FEET TO A POINT; THENCE NORTH 44°33'13" WEST FOR A DISTANCE OF 52.16 FEET TO A POINT; THENCE NORTH 54°52'59" WEST FOR A DISTANCE OF 50.40 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 24.37 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 24.31 FEET TO A POINT; THENCE NORTH 54°52'59" WEST FOR A DISTANCE OF 130.50 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 54°52'59" EAST FOR A DISTANCE OF 130.50 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 4.69 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 4.63 FEET TO A POINT; THENCE SOUTH 54°52'59" EAST FOR A DISTANCE OF 48.54 FEET TO A POINT; THENCE SOUTH 44°33'24" EAST FOR A DISTANCE OF 42.53 FEET TO A POINT; THENCE SOUTH 01°52'00" EAST FOR A DISTANCE OF 75.22 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 604.84 FEET, AN ARC LENGTH OF 16.90 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°33'48" WEST FOR A CHORD DISTANCE OF 16.90 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 424.50 FEET, AN ARC LENGTH OF 76.17 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°20'49" WEST FOR A CHORD DISTANCE OF 76.06 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.22 ACRES (9490 SF) MORE OR LESS.

WATERLINE EASEMENT 3F:

BEGINNING AT THE SOUTHERN CORNER OF THE PROPERTY LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399, THENCE NORTH 00°47'35" WEST FOR A DISTANCE OF 11.64 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 375.50 FEET, AN ARC LENGTH OF 114.03 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°54'24" EAST FOR A CHORD DISTANCE OF 113.60 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 84.50 FEET, AN ARC LENGTH OF 105.66 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°12'53" WEST FOR A CHORD DISTANCE OF 98.91 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 165.81 FEET TO A POINT; THENCE NORTH 34°57'50" EAST FOR A DISTANCE OF 368.20 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE NORTH 55°02'06" WEST FOR A DISTANCE OF 14.52 FEET TO A POINT; THENCE SOUTH 34°57'54" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 55°02'06" EAST FOR A DISTANCE OF 14.52 FEET TO A POINT; THENCE NORTH 34°57'50" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.006 ACRES (290 SF) MORE OR LESS.

DS
BS 05/20/2025 | 3:00 PM EDT

Fulton County Government

Project #WRN24-070

Kimley»Horn
3930 EAST JONES BRIDGE ROAD
THE FORUM, SUITE 350
NORCROSS, GEORGIA 30092
PHONE: 770.825.0744 www.kimley-horn.com

PROJECT: MEDLEY-JOHNS CREEK TOWN CENTER

TITLE: TORO MEDLEY MIXED-USE WATERLINE LEGAL DESCRIPTIONS

CLIENT: TORO DEVELOPMENT COMPANY

JOB NO.	014602003
SCALE	N.T.S
DATE	02/10/2025
SHEET:	EXHIBIT C

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC. 2021

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CONSENT JOINDER TO
WATERLINE EASEMENT

The Development Authority of Fulton County (the "DAFC") is the owner of the fee simple interest in the property subject to Lease Agreement by and between DAFC and Medley Johns Creek Phase 1 Owner, LLC dated December 1, 2024 (the "Lease") as evidenced by that Short Form Lease Agreement recorded in Deed Book 68498, page 97 of the Fulton County Georgia records. DAFC hereby consents and joins in the execution of the within and foregoing Waterline Easement for purposes of evidencing its agreement thereto.

Notwithstanding the foregoing or anything to the contrary contained herein or in the Waterline Easement, nothing in this Consent or the Waterline Easement shall be deemed to (i) increase the liability of DAFC or (ii) restrict or subordinate the Unassigned Rights (as defined in the Lease) of DAFC. Further notwithstanding anything to the contrary contained herein or in the Waterline Easement, DAFC makes no representations or warranties regarding the status of its title in the Project (as defined in the Lease) or any encumbrances thereon.

[Signature on the following page.]

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the DAFC this 22 day of May, 2025.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My commission expires: 01/31/26
[NOTARIAL SEAL]

LAUREN WOODYARD DANIELS NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA January 31, 2026

DEVELOPMENT AUTHORITY OF FULTON COUNTY

By:
Name: Kwanza Hall
Title: Chairman
[CORPORATE SEAL]

DEVELOPMENT AUTHORITY OF FULTON COUNTY CORPORATE SEAL STATE OF GEORGIA

CONSENT JOINDER TO
WATERLINE EASEMENT

Synovus Bank ("Synovus") is the Grantee of that Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement granted by Development Authority of Fulton County dated December 1, 2024 and recorded in Deed Book 68498, page 108 of the Fulton County Georgia records. Synovus hereby consents and joins in the execution of the within and foregoing Waterline Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the Synovus this 22 day of May, 2025.

Signed, sealed and delivered in the presence of:

Natasha Sirk
Unofficial Witness

Janice Vagner
Notary Public
My commission expires:
[NOTARIAL SEAL]

JANICE VAGNER
Notary Public
Alabama State at Large
My Commission Expires Oct 4, 2027

SYNOVUS BANK

By:
Name: Dean Matthews
Title: SVP

[CORPORATE SEAL]

SYNOVUS BANK
SEAL
GEORGIA

CONSENT TO
WATERLINE EASEMENT

Banco Inbursa, S.A., Institución De Banca Múltiple, Grupo Financiero Inbursa ("Banco Inbursa") is the Grantee of that Amended and Restated Fee and Leasehold Deed to Secure Debt, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing granted by Development Authority of Fulton County, Medley Johns Creek Phase 1 Owner, LLC, and Medley Johns Creek Phase 2 Owner, LLC dated December 5, 2024 and recorded in Deed Book 68498, page 149 of the Fulton County Georgia records. Banco Inbursa hereby consents in the execution of the within and foregoing Waterline Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by Banco Inbursa this 2nd day of May, 2025.

Signed, sealed and delivered in the presence of:

Christine A. Gilleland
Unofficial Witness

Notary Public
My commission expires: 6-28-2027
[NOTARIAL SEAL]

BANCO INBURSA, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO INBURSA, an entity formed under the laws of the United Mexican States

By: **TRIMONT LLC**, its servicer

By: _____
Name: Brad Bullock
Title: Authorized Signatory
[CORPORATE SEAL]

MARTIN THOMAS BROWN
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
6-28-2027

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0553 **Meeting Date:** 8/6/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Water Vault Easement Dedication of 604 square feet to Fulton County, a political subdivision of the State of Georgia, from Medley Johns Creek Phase 2 Owner, LLC, owner, for the purpose of constructing the Medley Johns Creek Phase 2 Project at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097. Effective upon approval.

Requirement for Board Action)
According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Medley Johns Creek Phase 2 Project, a mixed-use development, requires a water vault easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s)

where a connection is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 604 square feet and is in Land Lots 398 and 399 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Medley Johns Creek Phase 2
Tax Parcel Identification No.: 11 1060039990399
Land Disturbance Permit No.: WRN24-070
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

WATER VAULT EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 17th day of April, 20 25, between Medley Johns Creek Phase 2 Owner, LLC, a limited liability company duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor), and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of $1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 398 and 399 of the 1st District, 1st Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows:
To wit:

Medley Johns Creek Phase 2

Project Name

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

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

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

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on the water vault structure, water meter and appurtenances on both a routine and emergency basis.

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

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

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

Signed, sealed and delivered this 17
day of April, 20 25
in the presence of:

Witness

GRANTOR: Medley Johns Creek Phase 2 Owner, LLC, a Delaware limited liability company

By:

Print Name: Vicky Boyce

Title: Authorized Signatory

Notary Public

By:

Print Name:

Title:

[NOTARIAL SEAL]

MARY CHRISTINE EVANS
My Commission Expires
NOTARY PUBLIC
March 31, 2026
FULTON COUNTY, GEORGIA

[CORPORATE SEAL]

EXHIBIT "A"

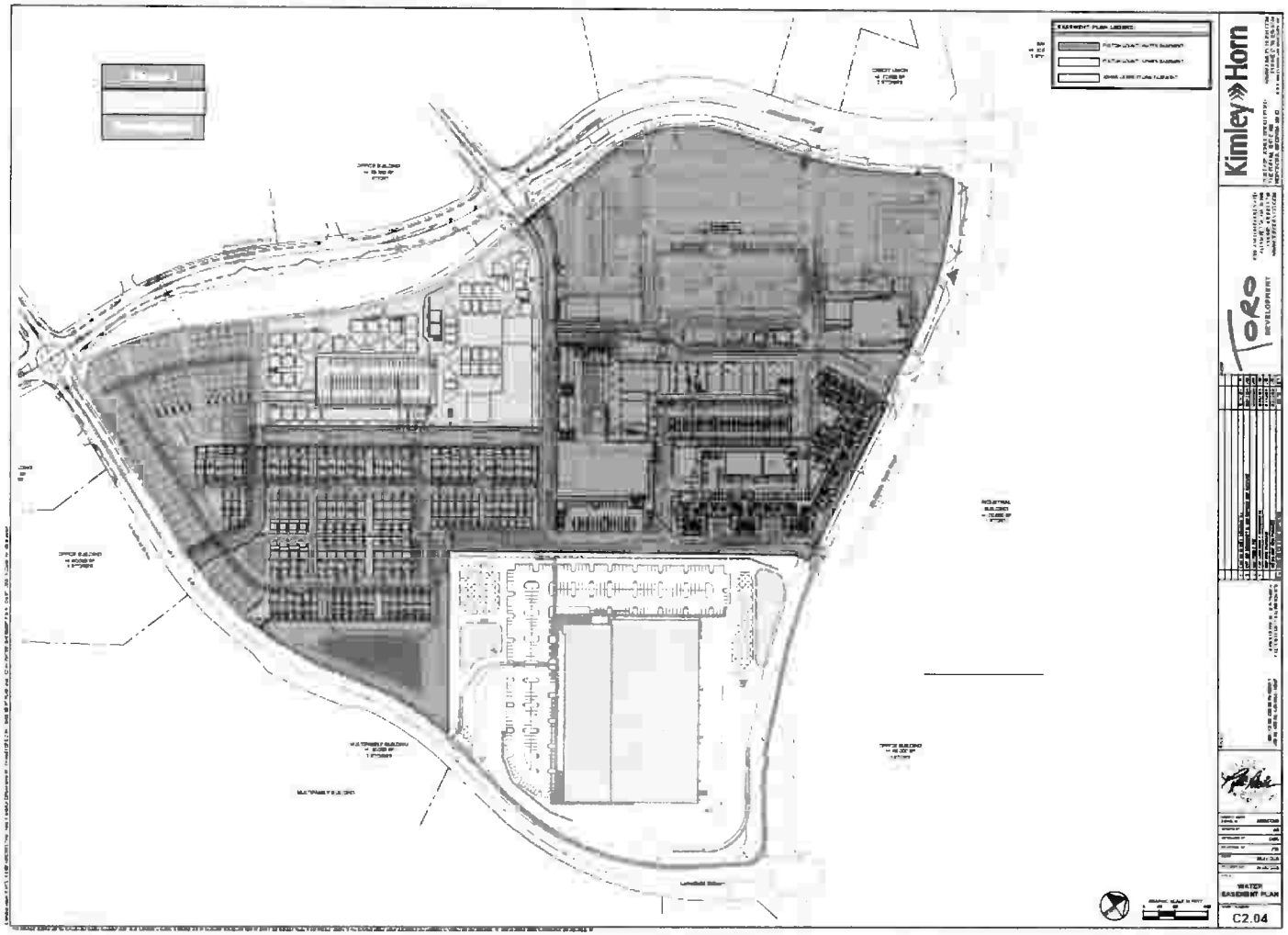
The Water Vault Easement granted herein pertains only to that portion of the Water Easement Plan which is located on the Property described below:

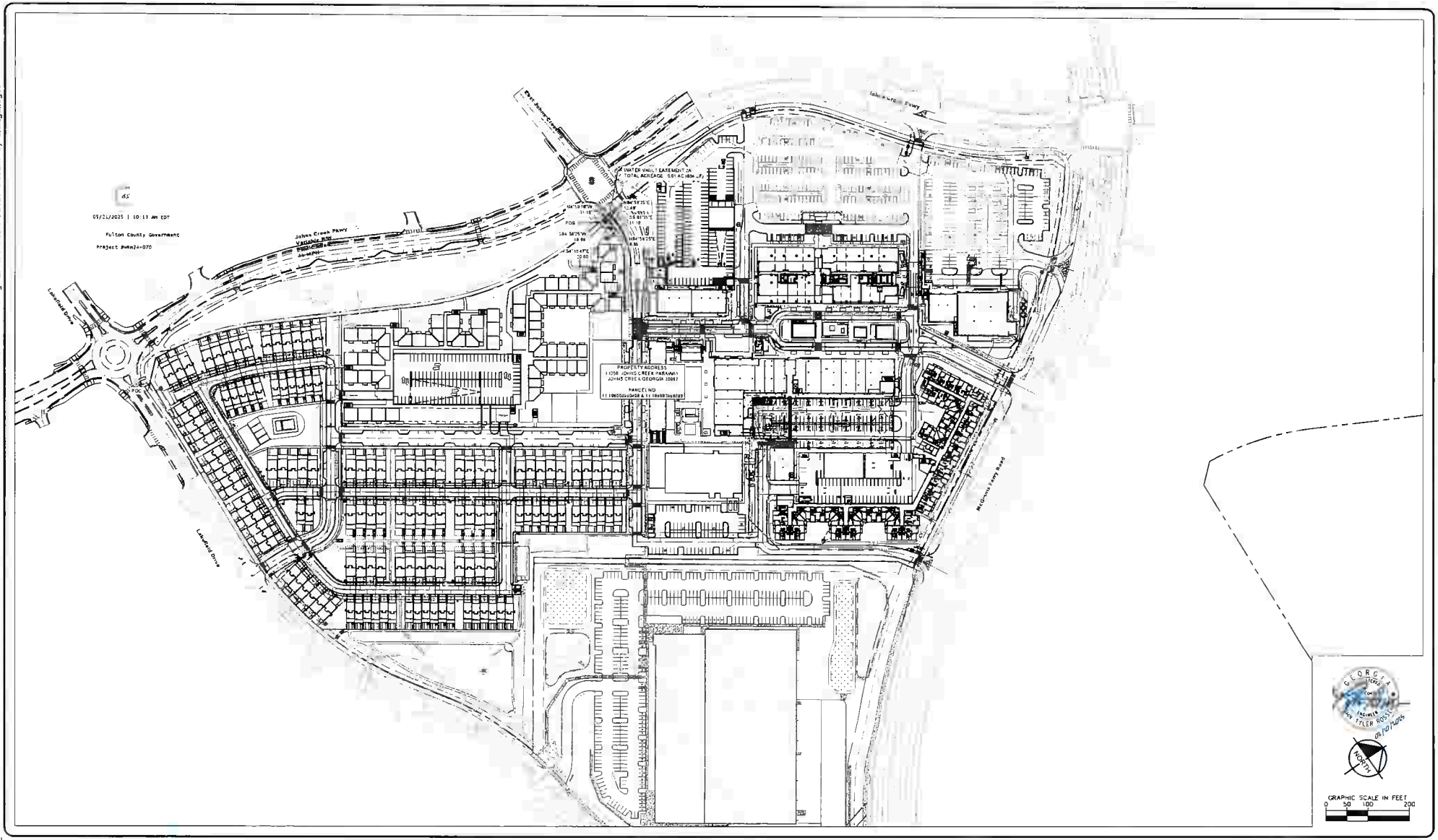
Tract 2

All that tract or parcel of land lying and being in Land Lots 398 and 399 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South 67° 41' 45" West a distance of 38.05 feet to an iron pin set; thence South 67° 41' 45" West a distance of 31.97 feet to an iron pin set; thence running along the southeasterly and easterly proposed Right of Way of Johns Creek Parkway the following courses: along a curve to the right an arc length of 144.76 feet, (said curve having a radius of 991.71 feet, with a chord bearing of South 35° 39' 57" West, and a chord length of 144.63 feet) to a point; thence running along an arc to the right an arc length of 227.99 feet, (said curve having a radius of 991.75 feet, with a chord bearing of South 46° 26' 01" West, and a chord length of 227.48 feet) to a point; thence South 53° 01' 31" West a distance of 169.35 feet to a point; thence running along a curve to the left an arc length of 353.06 feet, (said curve having a radius of 349.39 feet, with a chord bearing of South 23° 58' 36" West, and a chord length of 338.23 feet) to a point; thence South 05° 01' 35" East a distance of 263.98 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and leaving the proposed Right of Way of Johns Creek Parkway thence North 84° 58' 25" East a distance of 20.15 feet to an iron pin set; thence running along a curve to the right an arc length of 106.79 feet, (said curve having a radius of 153.00 feet, with a chord bearing of South 75° 01' 53" East, and a chord length of 104.63 feet) to an iron pin set; thence South 55° 02' 11" East a distance of 44.68 feet to an iron pin set; thence South 58° 52' 25" East a distance of 82.18 feet to an iron pin set; thence South 55° 02' 11" East a distance of 272.98 feet to an iron pin set; thence South 34° 57' 49" West a distance of 745.51 feet to an iron pin set; thence North 55° 02' 11" West a distance of 59.15 feet to an iron pin set; thence North 30° 21' 57" East a distance of 13.05 feet to a point; thence North 55° 02' 11" West a distance of 200.03 feet to an iron pin set on the southeasterly proposed Right of Way of Johns Creek Parkway; thence running along the proposed Right of Way the following courses: North 27° 58' 31" East a distance of 221.97 feet to

THE PORTION LABELED AS "PHASE II" AND SHADED ACCORDINGLY IN THE BELOW DEPICTION REFLECTS THE APPROXIMATE LOCATION OF THE ABOVE-DESCRIBED PROPERTY OVERLAID ON SUCH PLAN.





Kimley»Horn
1930 EAST JONES BRIDGE ROAD THE FORUM, SUITE 350 NORCROSS, GEORGIA 30092
PHONE 770.825.0744 www.kimley-horn.com

TITLE: *MULTI-FAMILY WATER VAULT EASEMENT EXHIBIT*

PROJECT: MEDLEY-JOHNS CREEK TOWN CENTER

CLIENT: *TORO DEVELOPMENT COMPANY*

JOB NUMBER	014602003
SCALE	1" = 100'
DATE	02/10/2025
SHEET	EXHIBIT A

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC. 2018

K:\ATL_Civil\014602003_Toro Johns Creek\CAD\Exhibits\2025-02-10 Easement Exhibits\Toro MF Subdivision\Water\Toro MF Subdivision Water Vault Easements.dwg Exhibit Feb 11, 2025 8:59am by alex.gallegos

WATER VAULT EASEMENT 2A:

BEGINNING AT THE SOUTHWESTERN PROPERTY CORNER OF THE PROPERTY LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399. THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 670.00 FEET, AN ARC LENGTH OF 258.83 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°54'29" EAST FOR A CHORD DISTANCE OF 257.23 FEET TO A POINT; THENCE NORTH 27°58'31" EAST FOR A DISTANCE OF 384.97 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 750.00 FEET, AN ARC LENGTH OF 431.99 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°28'28" EAST FOR A CHORD DISTANCE OF 426.04 FEET TO A POINT; THENCE NORTH 05°01'35" WEST FOR A DISTANCE OF 56.55 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE SOUTH 84°58'25" WEST FOR A DISTANCE OF 18.98 FEET TO A POINT; THENCE SOUTH 04°30'47" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT;THENCE NORTH 84°58'25" EAST FOR A DISTANCE OF 6.65 FEET TO A POINT; THENCE SOUTH 05°01'35" EAST FOR A DISTANCE OF 11.19 FEET TO A POINT; THENCE NORTH 84°58'25" EAST FOR A DISTANCE OF 12.49 FEET TO A POINT;THENCE NORTH 04°59'10" WEST FOR A DISTANCE OF 31.19 FEET TO A POINT;SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.01 ACRES (604 SF) MORE OR LESS.

DS
BS
05/21/2025 | 10:13 AM EDT

Fulton County Government

Project #WRN24-070

K:\ATL_Civil\014602003_Toro Johns Creek\CAD\Exhibits\2025-02-07 Easement Exhibits\Toro MF Subdivision\Water\Toro MF Subdivision Water Vault Easements.dwg Legal Description Feb 10, 2025 3:56pm by: alex.gallegos

Kimley»Horn
3930 EAST JONES BRIDGE ROAD
THE FORUM, SUITE 350
NORCROSS, GEORGIA 30092
PHONE: 770.825.0744 www.kimley-horn.com

PROJECT: *MEDLEY-JOHNS CREEK TOWN CENTER*

TITLE: *MULTI-FAMILY WATER EASEMENT LEGAL DESCRIPTIONS*

CLIENT: *TORO DEVELOPMENT COMPANY*

JOB NO.:	014602003
SCALE:	N.T.S
DATE:	02/10/2025
SHEET:	EXHIBIT B

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2021

CONSENT JOINDER TO
WATER VAULT EASEMENT

The Development Authority of Fulton County (the "DAFC") is the owner of the fee simple interest in the property subject to Lease Agreement by and between DAFC and Medley Johns Creek Phase 2 Owner, LLC dated December 1, 2024 (the "Lease") as evidenced by that Short Form Lease Agreement recorded in Deed Book 68498, page 103 of the Fulton County Georgia records. DAFC hereby consents and joins in the execution of the within and foregoing Water Vault Easement for purposes of evidencing its agreement thereto.

Notwithstanding the foregoing or anything to the contrary contained herein or in the Water Vault Easement, nothing in this Consent or the Water Vault Easement shall be deemed to (i) increase the liability of DAFC or (ii) restrict or subordinate the Unassigned Rights (as defined in the Lease) of DAFC. Further notwithstanding anything to the contrary contained herein or in the Water Vault Easement, DAFC makes no representations or warranties regarding the status of its title in the Project (as defined in the Lease) or any encumbrances thereon.

[Signature on the following page.]

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the DAFC this 22 day of May, 2025.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My commission expires: 01/31/26
[NOTARIAL SEAL]

LAUREN WOODYARD DANIELS NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA January 31, 2026

DEVELOPMENT AUTHORITY OF FULTON COUNTY

By:
Name: Kwanza Hall
Title: Chairman
[CORPORATE SEAL]

DEVELOPMENT AUTHORITY OF FULTON COUNTY CORPORATE SEAL STATE OF GEORGIA

CONSENT JOINDER TO
WATER VAULT EASEMENT

Synovus Bank ("Synovus") is the Grantee of that Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement granted by Development Authority of Fulton County dated December 1, 2024 and recorded in Deed Book 68498, page 129 of the Fulton County Georgia records. Synovus hereby consents and joins in the execution of the within and foregoing Water Vault Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the Synovus this 22 day of May, 2025.

Signed, sealed and delivered in the presence of:

Natasha Sisk
Unofficial Witness

Janice Vagner
Notary Public
My commission expires:
[NOTARIAL SEAL]

JANICE VAGNER
Notary Public
Alabama State at Large
My Commission Expires Oct 4, 2027

SYNOVUS BANK

By: _____
Name: Dean Mathews
Title: SVP

[CORPORATE SEAL]

SYNOVUS BANK
SEAL
GEORGIA

CONSENT TO
WATER VAULT EASEMENT

Banco Inbursa, S.A., Institución De Banca Múltiple, Grupo Financiero Inbursa ("Banco Inbursa") is the Grantee of that Amended and Restated Fee and Leasehold Deed to Secure Debt, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing granted by Development Authority of Fulton County, Medley Johns Creek Phase 1 Owner, LLC, and Medley Johns Creek Phase 2 Owner, LLC dated December 5, 2024 and recorded in Deed Book 68498, page 149 of the Fulton County Georgia records. Banco Inbursa hereby consents in the execution of the within and foregoing Water Vault Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by Banco Inbursa this 2nd day of May, 2025.

Signed, sealed and delivered in the presence of:

Christine A. Gilleland
Unofficial Witness

Martin Thomas Brown
Notary Public
My commission expires: 6-28-2027
[NOTARIAL SEAL]

MARTIN THOMAS BROWN
NOTARY PUBLIC
My Commission Expires
6-28-2027
GWINNETT COUNTY, GEORGIA

BANCO INBURSA, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO INBURSA, an entity formed under the laws of the United Mexican States

By: **TRIMONT LLC**, its servicer

By: _____
Name: Brad Bullock
Title: Authorized Signatory
[CORPORATE SEAL]

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0554 **Meeting Date:** 8/6/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers amount budget funds per Board Resolution #09-1262.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Board Resolution #09-1262

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
This reporting is being provided to meet the quarterly reporting requirement for monetary transfers among budget funds per Board Resolution #09-1262. The General Fund had no Intra Fund Borrowings outstanding from any other County Fund as of June 30, 2025. An Intra Fund borrowing occurs when the general fund balance goes negative utilizing a positive excess cash position from another fund at the County to cover operating cash flow needs. These borrowings are then tracked daily, interest is imputed daily, and principal and interest are paid back before the fiscal year close.

See attached reporting of all funds that had negative cash position as of 06-30-2025 and had a borrowing position from the County's general fund.

Agenda Item No.: 25-0554 **Meeting Date:** 8/6/2025

Scope of Work: NA

Community Impact: NA

Department Recommendation: NA

Project Implications: NA

Community Issues/Concerns: NA

Department Issues/Concerns: NA

INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Board of Commissioners

THROUGH: Dick Anderson, County Manager
Sharon Whitmore, CFO

FROM: Ray Turner, Interim Finance Director

DATE: July 9, 2025

SUBJECT: Intra Fund Borrowings

The General Fund had no Intra Fund Borrowings outstanding with any other County Fund as of June 30, 2025. An Intra Fund Borrowing occurs when the General Fund balance goes negative, utilizing a positive excess cash position from another fund, at the County to cover operating cash flow needs.

The below represents all funds that had negative cash positions as of 6/30/2025 and had a borrowing position from the County's General Fund.

06-30-2025 Negative Cash Positions	
Contractual Services Animal Control #312*	(1,090,619.83)
Atl/Fulton Water Resource Comm #431*	(1,247,518.80)
FCURA-2019 Facility Bond #533*	(38,088.67)
FCURA-2020 Facility Bond #534*	(76,306.25)
2010 Library Project Fund #571*	(13,391.60)
Library Bonds Phase II #573*	(171.32)
Facilities Service Fund #700*	(446,564.51)
Total intra-fund borrowings from General Fund & other funds	(2,912,660.98)

*These funds are pending routine reimbursements.

Ray Turner
Interim Finance Director

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0555 **Meeting Date:** 8/6/2025

Department
Department for HIV Elimination

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of "Ending the HIV Epidemic" service contracts, subject to Federal funding, for the remainder of FY2025 (August 1, 2025 through February 28, 2026) in an amount not to exceed $5,188,688.00, FY2026 (March 1, 2026 through January 29, 2027) in an amount not to exceed $5,474,653.00, FY27 (March 1, 2027 through February 29, 2028) in an amount not to exceed $5,748,653.00, FY2028 (March 1, 2028 through February 29, 2029) in an amount not to exceed $6,035,805.00, and FY2029 (March 1, 2029 through February 29, 2030) in an amount not to exceed $6,337,595.00, pursuant to the Health Resources and Services Administration "Ending the HIV Epidemic" award UT8HA33933. Service contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A. § 36-10-1 requires all official contracts entered by the County governing authority with other persons on behalf of the County be in writing and entered on its minutes.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action*

that gives an overview of the relevant details for the item.)

Scope of Work: : Request approval of “Ending the HIV Epidemic” service contracts, subject to Federal funding, for the remainder of FY2025 (August 1, 2025 through February 28, 2026) in an amount not to exceed $5,188,688, FY2026 (March 1, 2026 through January 29, 2027) in an amount not to exceed $5,474,653, FY27 (March 1, 2027 through February 29, 2028) in an amount not to exceed $5,748,653, FY2028 (March 1, 2028 through February 29, 2029) in an amount not to exceed $6,035,805, and FY2029 (March 1, 2029 through February 29, 2030) in an amount not to exceed $6,337,595 for the provision of core medical and support services, initiative services, and infrastructure improvements using 100% “Ending the HIV Epidemic” grant funds with no required County match. “Ending the HIV Epidemic” Funding is pursuant to the Health Resources and Services Administration “Ryan White Part A” award UT8HA33933. “Ending the HIV Epidemic has a project period from 3/1/2025 through 2/28/2030. The Board of Commissioners previously approved partial FY2025 “UT8HA33933” grant funding through item 25-0020 and item 25-0385. Subrecipients for the remainder of FY2025, FY2026, FY 2027, FY 2028, and FY2029 were recommended by a Review Committee pursuant to 25RFP1343702B-PS. These agencies provide core medical services and essential support services for medically indigent Persons Living with HIV in the Fulton, Cobb, DeKalb, Gwinnett, and Clayton Counties. Funds are recommended to increase spending authority for

the following subrecipients in the following amounts:

Agency	FY25	FY26	FY27	FY28	FY29
AID Atlanta, Inc.	$ 455,585	478,364	502,282	527,397	553,7
Carl Bean Men's Health Center	$ 744,288	781,497	820,572	861,601	904,6
DeKalb County Board of Health	$ 1,081,325	1,135,082	1,141,736	1,148,862	1,156,3
Atlanta Harm Reduction Coalition	$ 473,584	496,120	519,856	545,850	573,1
Grady Health System	$1,452,305	1,524,920	1,601,166	1,681,224	1,765,2
Heather Ivy Society. Inc	$ 136,254	143,067	150,280	157,731	165,6
Positive Impact Health Centers	$ 767,098	805,453	845,726	888,012	932,4
To Our Shores, Inc.	$ 802,766	842,904	885,050	929,302	975,7
Travelers Aid dba HOPE Atlanta	$ 255,513	268,308	281,723	295,809	310,6
TOTAL	$ 5,188,688	5,474,653	5,748,653	6,035,805	6,337,595

Community Impact: “Ending the HIV Epidemic” funding will support the provision of core medical and support services, initiative services, and infrastructure improvements support essential core and support services for Persons Living with HIV (PLWH) in Fulton, DeKalb, Cobb, Gwinnett, and Clayton Counties to improve health outcomes of Persons Living with HIV and decrease the number of new

HIV cases. All services have as their main goal increased viral suppression rates.

Department Recommendation: The Department for HIV Elimination recommends approval of UT8HA33933" service contracts, subject to Federal funding, "Ending the HIV Epidemic" service contracts, subject to Federal funding, for the remainder of FY2025 (August 1, 2025 through February 28, 2026) in an amount not to exceed $5,188,688, FY2026 (March 1, 2026 through January 29, 2027) in an amount not to exceed $5,474,653, FY27 (March 1, 2027 through February 29, 2028) in an amount not to exceed $5,748,653, FY2028 (March 1, 2028 through February 29, 2029) in an amount not to exceed $6,035,805, and FY2029 (March 1, 2029 through February 29, 2030) in an amount not to exceed $6,337,595.

Project Implications: No change in County budget. These contracts are 100% grant-funded with no County match

Community Issues/Concerns: Were contracts not to be approved "Ryan White Part A" core medical and support services would cease.

Department Issues/Concerns: Were contracts not approved, there would be an interruption of core medical and support services, initiative services, evidence-based interventions, and infrastructure improvements Persons Living with HIV in Fulton, DeKalb, Cobb, Gwinnett, and Clayton Counties.

Fiscal Impact / Funding Source

Funding Line 1:

461-270-EE52

Funding Line 2:

461-270-EE53

Funding Line 3:

461-270-EE54

Funding Line 4:

461-270-EE55

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA

FY2025, FY2026, FY2027, FY2028, and FY2029 Agreement

THIS AGREEMENT, entered into this 1st day of March 2025 through the 28th day of February 2028 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 Choose an item. (hereinafter referred to as "Subrecipient"). THIS Agreement shall be referenced as EHE25-27-001 – any future amendments will be numbered sequentially.

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the Ryan White Part A funds for the 20-County Atlanta Eligible Metropolitan Area ("**EMA**"), as defined in the Public Health Service Act, Sections 2601 – 2610 (USC 300ff-11 – 300ff-20, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87), (hereinafter referred to as "**Ryan White Program**"), through the Chairman of the Board of Commissioners of Fulton County, has been awarded grant funds under ***Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B*** ("**EHE**"), and pursuant to INSERT BOC ITEM AND DATE.

WHEREAS, pursuant to RFP 25RFP1343702B-PS, the County has requested, received and reviewed proposals from eligible public and private non-profit health and support service providers in jurisdiction EMA which deliver or enhance HIV-related ambulatory care and support services.

WHEREAS, Subrecipient has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

WHEREAS, the County, has recommended funding to Subrecipient to facilitate the approved program for a total not to exceed **$ Amount of Award** subject to federal funding availability and disbursement.

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

ARTICLE 1. **CONTRACT DOCUMENTS**

Paragraph 1.0. County hereby engages Subrecipient, and Subrecipient hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- EXHIBIT A: Service Category Plan
- EXHIBIT B: Approved Budget tied to Goals and Objectives
- EXHIBIT C: Non-Discrimination Policy of Fulton County, Georgia
- EXHIBIT D: Certifications – PHS-5161-1
- EXHIBIT E: Assurances – Non-Construction Programs (SF 424B)
- EXHIBIT F: Compliance with Legislative Mandates

Paragraph 1.1. The following documents are incorporated herein by reference:

- Fulton County Department for HIV Elimination (DHE) "***Program Manual of Policies and Procedures***" contains a series of Programmatic Policy and Procedure Notices (PPPN), Fiscal Policy and Procedure Notices (FPPN), and Recipient Policy and Procedure Notices (RPPN) which are available at: www.endhivatl.org 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
- 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Request for Proposal Number: 25RFP1343702B-PS
- HRSA Conditions of Award
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Program – Part A[1]
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Fiscal – Part A[1]
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal – Part A and B (Covers Both Fiscal and Program Requirements)[1]

Paragraph 1.2. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

Paragraph 1.3. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders/budget revisions, 5) the exhibits, and 6) portions of Subrecipient's proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. **SEVERABILITY**

Paragraph 2.0. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full

[1] https://targethiv.org/searches?search=National+Monitoring+Standards

force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **SUBRECIPIENT SERVICES**

Paragraph 3.0. The County retains Subrecipient and Subrecipient accepts retention by the County to render services as made part of this Contract by reference and attached hereto as EXHIBIT A 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, as well as Executive Orders.

Paragraph 3.1. Subrecipient represents and the County acknowledges that it will assign and designate Subrecipient to render the services defined and required herein.

Paragraph 3.2. Subrecipient represents that Click or tap here to enter text. is authorized to bind and enter into Contract on behalf of Subrecipient.

Paragraph 3.3. Subrecipient represents that it is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c) (3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 3.4. Subrecipient 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.

ARTICLE 4. **SCOPE OF DUTIES**

Paragraph 4.0. Upon execution of this Agreement, Subrecipient shall commence providing HIV-related health and support services in accordance with the priorities established by the Metropolitan Atlanta HIV Health Services Planning Council and with the goals and objectives approved by the County which are described in EXHIBIT A.

Paragraph 4.1. Unless modified in writing by both parties in the manner specified in the agreement, duties of Subrecipient shall not be construed to exceed those services specifically set forth herein. Subrecipient agrees to provide all services, products, and data and to perform all tasks described in EXHIBIT A and EXHIBIT B.

ARTICLE 5. **MODIFICATIONS**

Paragraph 5.0. This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this Agreement will be valid unless in writing and executed by the County and the Subrecipient, except as provided below.

Paragraph 5.1. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination (DHE) or his or her designee and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 5.2. The Director, DHE is hereby authorized to approve and execute EHE contract modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

ARTICLE 6. **CONTRACT TERM**

Paragraph 6.0. This agreement is effective on March 1, 2025 for a term expiring on February 28, 2028.

Paragraph 6.1. Commencement Term. The "Commencement Term" of this Agreement shall begin on March 1, 2025 the starting date, and shall end absolutely and without further obligation on the part of the county on the 28th day of February 2028. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement.

ARTICLE 7. **COMPENSATION FOR SERVICES**

Paragraph 7.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A and EXHIBIT B herein shall be performed by Subrecipient for an allocation of EHE funds in an amount not to exceed $ total award amount. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1. The award amount includes $.$$ in contingency funding which is held in abeyance and is not available to the Subrecipient unless or until written notification from has been received from the Director, DHE authorizing the use of these funds. Authorization to expend abeyance funds shall be at the discretion of the Director, DHE.

Paragraph 7.2. The budget attached to Contract in EXHIBIT B is a complete, approved budget for expenditures of all EHE 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 7.3. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) and within priority category is authorized.

ARTICLE 8. **GENERAL SUBRECIPIENT REQUIREMENTS**

Paragraph 8.0. Subrecipient agrees that it will participate in a community-based continuum of care which is defined as: *A term which encompasses the comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psychosocial service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual's or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of care.*

Paragraph 8.1. DHE has implemented an integrated cloud-based data management system for:

tracking all individuals who receive services supported by Part A funds, contracting, reporting, subrecipient reimbursement, quality management, evaluating client satisfaction, client eligibility documentation records management, and a client portal through a system known as e2Fulton. Subrecipient will be expected to utilize e2Fulton.

Paragraph 8.2. In order to comply with the participation requirements, including reporting of all required variables for Ryan White Services Report (RSR), Subrecipient shall directly enter data using the most current version of e2Fulton or be able to import required data into the most current version of e2Fulton (Reference ***PPPN-006 Use of e2Fulton in Documenting Eligibility***).

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Paragraph 8.3. In order to comply with the participation requirements, including reporting of all required variables for Ryan White Services Report (RSR), Subrecipient shall directly enter data using the most current version of e2Fulton or be able to import required data into the most current version of e2Fulton.

Paragraph 8.4. In order to reduce the administrative burden to clients and Subrecipients of collecting and maintaining client eligibility documents, Subrecipient agrees to participate in the uploading, updating, and sharing of client eligibility documents via e2Fulton.

In order to obtain client consent for the sharing of such documentation Subrecipient will obtain client consent using the form developed by the Department for HIV Elimination and available at www.endhivatl.org. Once e2Fulton's client level database is fully operational the consent must be uploaded into e2Fulton before a client's service data can be entered.

Paragraph 8.5. Any Business Associates Agreements pursuant to **Paragraph 24 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance** must be entered into by September 1 in FY2025 and May 1 in subsequent years.

Paragraph 8.6. The Subrecipient will be responsible for entering line-item budgets by priority service category (as approved through the proposal review and budget negotiations), and service units into e2Fulton by September 21 in FY 25 and May 21 in subsequent years. Any budget revision requests must be made using the DHE form and be submitted via e2Fulton.

Paragraph 8.7. The subrecipient shall submit all required programmatic, fiscal, and quality management reports via e2Fulton.

Paragraph 8.8. Subrecipient agrees to undertake and maintain quality management program(s) and quality service indicators for each Part A funded service provided to ensure that persons living with HIV disease, who are eligible for treatment and health related support services, get those services and that the quality of those services meet certain approved criteria (i.e., Eligible Metropolitan Area (EMA) adopted service standards of care, Public Health Service (PHS) treatment guidelines). (Reference ***PPPN-033 Quality Improvement***.)

The Subrecipient's annual Quality Management Plan shall be submitted via e2Fulton no later than October 1 in FY25 and July 1 in subsequent years.

Through quality management efforts, Subrecipient should be able to identify problems in service delivery that impact health-status outcomes at the client and system levels. As part of the County's site visit protocols and other monitoring efforts, Subrecipient shall be required to provide documentation that such program/systems are in use. (Reference ***PPPN-033 Quality Management Site Visits***.)

Paragraph 8.9. Subrecipient agrees to comply with approved Atlanta EMA Standards of Care for services. Staff training on Standards of Care related to their positions shall take place within ninety (90) days of contract date, within ninety (90) days of written notification of Standards of Care, within thirty (30) days of new employee hire date, and at least annually thereafter for all relevant staff.

Paragraph 8.10. Subrecipient agrees to administer and/or facilitate client participation in the EMA's program-wide standardized client satisfaction surveys to monitor the quality of the services provided and to measure the level of consumer satisfaction.

Paragraph 8.11. Subrecipient agrees to administer and/or facilitate and/or advertise client participation in the EMA's Needs Assessment to identify barriers and gaps in services and that will lead to the development of a continuous quality improvement system.

Paragraph 8.12. Subrecipient agrees to implement and maintain a Consumer Advisory Board to obtain input from clients in the design and delivery of services. Subrecipient shall provide, with each quarterly report, documentation of Consumer Advisory Board meetings, membership, and minutes.

Paragraph 8.13. If Subrecipient receives funding for the provision of Outpatient/Ambulatory Health Services under this contract, Subrecipient shall be expected to meet the OAHS Expectations set forth in Appendix V of the Part A Request for Proposals including rapid initiation of ART and rapid reinitiation of ART.

Paragraph 8.14. Subrecipient agrees that in the performance of the Agreement, it will comply with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

Paragraph 8.15. Subrecipient agrees 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:

- Estimated average cost of providing each category of HIV-related services provided with Part A funds and the extent to which such costs were paid by third-party payers;
- Estimated number of units of service for each category of HIV-related services provided with Part A funds;
- Estimated cost of providing a unit of service under each category of HIV-related services provided

with part A funds.

Paragraph 8.16. Any Subrecipient receiving Minority AIDS Initiative funding shall establish and maintain a system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 8.17. Subrecipient agrees to assign at its own expense one individual to serve as the Fiscal Designee to serve as its representative on all financial matters related to this Contract. The Fiscal Designee may not also serve as the Programmatic Designee in Paragraph 8.18.

Paragraph 8.18. Subrecipient agrees to assign at its own expense one individual to serve as the Programmatic Designee to serve as its representative on all programmatic matters related to this Contract. The Programmatic Designee may not also serve as the Fiscal Designee in Paragraph 8.17.

Paragraph 8.19. Subrecipient agrees to assign at its own expense one individual to serve as the Data Designee to serve as its representative on all data and information technology matters related to this Contract.

Paragraph 8.20. Subrecipient agrees to assign at its own expense one individual to serve as the Quality Management Designee to oversee all quality management activities and attend quality management meetings.

Paragraph 8.21. Subrecipient agrees to designate an individual to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Comprehensive Plan Committee and processes.

Paragraph 8.22. Subrecipient agrees to designate an individual to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Assessment Committee and processes and Quality Management processes.

Paragraph 8.23. Subrecipient agrees to designate an individual to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Quality Management Committee and processes.

Paragraph 8.24. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.23. shall be provided to County at the time the contract signed by the duly authorized individual is returned to the County for signature and processing. The Subrecipient will be responsible for entering name(s) of designee(s) referenced in Paragraphs 8.1-8.4 into e2Fulton by September 1 in FY25 and June 1 in subsequent years.. Notification of changes in the individual(s) serving as the designees shall be provided in e2Fulton no later than 14 days after the change.

Paragraph 8.25. Subrecipient 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.

Paragraph 8.26. Any Subrecipient receiving Part A funds to develop, purchase or distribute health education materials (e.g., brochures) must have prior approval by the County for each item.

Paragraph 8.27. In the provision of services under this contract, Subrecipient will comply with Atlanta quality management standards and measures. The purpose of the quality management standards and measures is to ensure that a uniformity of service exists in the Atlanta Eligible Metropolitan Area (EMA) such that the consumers of a service receive the same quality of service regardless of where the service is provided. If an agency is unable to meet a particular standard, the agency must document why the standard was unable to be met and explain the steps it is taking to meet that standard.

Paragraph 8.28. QUARTERLY PROGRAMMATIC REPORTS. Subrecipient agrees to provide 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 EHE and other applicable regulations (reference ***PPPN-055 Quarterly Reports***). Quarterly programmatic reports shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served. Quarterly programmatic reports must be submitted via e2Fulton not later than the 20thth business day after the close of each quarter. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time. Quarterly programmatic reports must use the DHE forms and be signed by Subrecipient's approved Programmatic, Fiscal and Data Designees.

Paragraph 8.29. Subrecipient shall provide County with projected spending plans as detailed in ***FPPN-002: Budget Spend Plan***.

Paragraph 8.30. If appropriate, the Subrecipient shall implement a sliding fee scale policy in conformance with ***FPPN-020 Imposition of Charges, Fee Schedule*** and ***FPPN-021 Cap on Client Charges*** incorporated herein by reference.

The schedule of charges must be displayed in a conspicuous location(s) available to clients.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that any fees charged for Part A services must be in accordance with the provision of the EHE, Section 2605 (e) as described in ***FPPN-020 Imposition of Charges, Fee Schedule*** and ***FPPN-021 Cap on Client Charges***.

Paragraph 8.31. Subrecipient agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all EHE Providers' Meetings.

Paragraph 8.32. Subrecipient agrees to participate in regular progress officer calls and webinars which are designed to provide valuable technical assistance to Subrecipient, discuss areas of concern, and gather additional information.

Paragraph 8.33. Subrecipient is strongly encouraged to utilize the services of a qualified accountant to ensure fiscal policies, procedures, and practice comply with the requirements of the Uniform Guidance and legislation and regulations.

Paragraph 8.34. As the Prime Awardee, Fulton County is required to provide the following information for any federal reports required by Subrecipient:

1. Federal Awarding Agency: U.S. Department of Health and Human Services (HHS) - Health Resources and Services Administration (HRSA)
2. Pass-Through Entity: Fulton County Government, Board of Commissioners, 141 Pryor Street, SW, Atlanta, GA 30303
3. CFDA Number and Title: 93.686
4. Project Description: In February 2019, the Administration announced a new initiative, Ending the HIV Epidemic: A Plan for America. This 10-year initiative beginning FY 2020 seeks to achieve the important goal of reducing new HIV infections in the United States to less than 3,000 per year by 2030. The first phase of the initiative will focus on 48 counties, Washington, D.C., San Juan, PR, and 7 states that have a substantial rural HIV burden. By focusing on these jurisdictions in the first phase of the initiative, the U.S. Department of Health and Human Services (HHS) plans to reduce new HIV infections by 75 percent within 5 years. Across the United States, the initiative will promote and implement the four Pillars to substantially reduce HIV transmissions – Diagnose, Treat, Prevent, and Respond. This project focuses on implementing activities in Pillar Two (Treat) and Pillar Four (Respond). ARTICLE 9. **INVOICING AND PAYMENT**

Paragraph 9.0. Using e2Fulton, Subrecipient shall electronically submit for reimbursement for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Paragraph 9.1. Subrecipient agrees to electronically submit for reimbursement via the Electronic Contract Management (ECM) module of e2Fulton for the previous month's expenses not later than the 20th business day of each month with four exceptions:

1. Fulton County shall advance payment to Subrecipient to allow for adequate cash flow to implement services as described in ***FPPN-009: Advance Payment to Subrecipients***. Reconciliation of this amount must occur as expeditiously as possible. If an advance has been provided, the agency's reimbursement in the next month shall be reduced by the amount of the advance. In the event that the actual reimbursable expenses in the first month did not exceed the amount of the advance, the remainder shall be reduced from the second month's payment. In the event that the actual reimbursable expenses in the second month do not exceed the amount of the reminder of the advance, the agency shall remit payment to the County for the remainder due.
2. The first reimbursement submission shall be entered no later than 45 business days after

contract effective date;

3. Unless otherwise approved by the Director, the February reimbursement submission shall be the final reimbursement submission.
4. The November reimbursement submission may be entered in two parts **if approved by the Director**:
   A. A pre-bill may be submitted in November prior to the date at which the Fulton County Finance Department shuts down to allow for year-end closeout (the actual date shall be provided to the Subrecipient once announced by the Finance Department). Subrecipient may pre-bill for regular monthly expenditures (e.g. salary, fringe, and rent) at an amount equal to 1/12th of the line item.
   B. Another November submission would then be made by the 20th business day of December. This submission would be for the remainder of expenditures accrued in November.

Paragraph 9.2. Failure to submit reimbursement requests according to the timelines may be considered a breach of this Contract allowing the County to terminate this agreement in addition to any other right to which the County may be entitled. The Department for HIV Elimination reserves the right to reduce, reallocate or terminate funds for failure by the Subrecipient to achieve fiscal and/or program objectives as outlined in EXHIBIT A and EXHIBIT B, in a timely manner.

Late submissions received in e2Fulton after the first calendar day of the month may not be paid until the last day of the following month.

Paragraph 9.3. Under the terms of the Uniform Guidance, Fulton County undertakes a risk assessment for each subrecipient and proposed subrecipient. Fulton County's Risk Assessment, along with DHE records, will determine the frequency with which supporting documentation must be submitted to support a funding request. In ALL instances original documentation must be maintained on site and be available for audit as set forth in ARTICLE 35. **AUDITS AND INSPECTORS.**

Risk Category	Frequency of Submitting Supporting Documentation
Low	Documentation to support each request must be maintained by agency by month and be available to DHE during site visits.
Moderate	Provide ALL supporting quarterly: May invoice, August invoice, November invoice, February. Documentation to support each request must be maintained by agency by month and be available to DHE during site visits.
High	Provide ALL supporting documentation every month.
New Subrecipient	Provide ALL supporting documentation every month.

DHE Project Officers will notify subrecipients of their risk category at the beginning of a grant year or contract period and more frequently should the category change.

Paragraph 9.4. Subrecipient agrees to maintain and submit, as indicated, the necessary supporting documentation to verify the cost in the Reimbursement Request as detailed in ***DHE Manual of Policies and Procedures*** and ***PPPN-013: Cumulative Contract Expenditure Reports***.

Paragraph 9.5. Under the uniform administrative requirements, to the extent available, subrecipients must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments from the Grantee (recipient).[2]

Each monthly invoice must be accompanied by a table which indicates Total Cost for each line item, Amount Paid by Third Party Payer, and the Remainder to be charged to RWPA or EHE. The subrecipient must attest that those funds were used before requesting reimbursement from DHE. See ***DHE FPPN-011 Program Income***.

Paragraph 9.6. The first invoice must be accompanied by the subrecipient's projected program income for the fiscal year to include how much program income is anticipated, from what sources and how subrecipient intends to expend the funds, as these funds must be used before requesting additional cash payments from RWPA or EHE.

Paragraph 9.7. Additional items which must be submitted with the first Reimbursement Request are described in ***PPPN-013***.

Paragraph 9.8. Additional items which must be submitted with the February Reimbursement Request are described in ***PPPN-013***.

Paragraph 9.9. Payment of Subcontractors/Suppliers: The Subrecipient must certify in writing that all subcontractors of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all subcontractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Paragraph 9.10. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all Part A and/or MAI funds until such documentation has been satisfactorily submitted.

Paragraph 9.11. If, in the County's opinion, the Subrecipient 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 Part A payments until such time that the errors have been corrected.

Paragraph 9.12. In order to ensure the availability of services to EHE clients throughout the contract period, monthly charges shall not exceed one-twelfth of any awarded line-item amount unless otherwise preapproved by the assigned DHE Project Officer.

[2] 45 CFR § 75.305(b)(5).

Paragraph 9.13. County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Paragraph 9.14. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit via direct deposit Subrecipient payments called for under this Agreement after receipt of a correct reimbursement submission and required documentation which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 9.15. Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) business days of Its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

Paragraph 9.16. Parties hereto expressly agree that the above contract terms shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Paragraph 9.187 It is the Subrecipient's duty to register with the County for direct deposit prior to the submission of the first invoice of a grant year.

ARTICLE 10. **FUNDING EXCLUSIONS AND RESTRICTIONS**

Paragraph 10.0. Subrecipient shall use funds in accordance with federal requirements and shall not use Part A funds for unallowable costs including those listed herein, in the "***DHE Manual of Policies and Procedures***" incorporated herein by reference and available at www.endhivatl.org
PPPN-004: Funding Exclusions and Restrictions " incorporated herein by reference and available at www.endhivatl.org, and in the RFP incorporated herein by reference.

Paragraph 10.1. Subrecipient agrees that EHE funds will not be used to supplant or replace state and local HIV-related funding or in-kind resources expended by Subrecipient for HIV-related services during the contract period beginning March 1, 2025 and ending February 28, 2028.

Paragraph 10.2. Subrecipient agrees that EHE funds may not be used to purchase or improve land or to purchase, construct or make permanent improvements to any building, except for minor

remodeling as specifically approved in Subrecipient budget.

Paragraph 10.3. Subrecipient agrees that EHE funds may not be used to make payments to recipients of services. Subrecipient shall maintain documentation that all provider staff have been informed of policies that forbid use of grant funds for cash payments to service recipients.

Paragraph 10.4. Subrecipient agrees that EHE funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third-party benefits program or by an entity that provides services on a prepaid basis.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that direct that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Paragraph 10.5. Subrecipient agrees that no funds will be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.

Paragraph 10.6. Subrecipient agrees that no funds will be used for the purchase of vehicles without written County approval based upon prior approval from HRSA.

Paragraph 10.7. Subrecipient agrees that no funds will be used for non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.) or for broad scope awareness activities about HIV services that target the general public.

Paragraph 10.8. Subrecipient agrees that no funds will be used for influencing or attempting to influence members of Congress and other Federal personnel.

Paragraph 10.9. Subrecipient agrees that no funds will be used for outreach activities that have HIV prevention education as their exclusive purpose.

Paragraph 10.10. Subrecipient agrees that no funds awarded under this contract will be used for foreign travel.

Paragraph 10.11. Subrecipient agrees that no funds awarded under this contract shall be used to support employment, vocational, or employment-readiness services.

Paragraph 10.12. Subrecipient agrees that no funds awarded under this contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless otherwise preapproved by HRSA.

Paragraph 10.13. Subrecipient agrees than no EHE funds awarded under this contract shall be used to support the portion of any space, expenses, or staff position **not** devoted to EHE activities.

Paragraph 10.14. Subrecipient agrees than no EHE funds awarded under this contract shall be used

for purchase of equipment costing $25,000 without prior written approval by the County based upon prior approval by HRSA.

Paragraph 10.15. Subrecipient agrees that EHE funds awarded under this contract shall not be used for inpatient case management services that prevent unnecessary hospitalization or that expedite discharge, as medically appropriate, from inpatient facilities.

Paragraph 10.16. Subrecipient agrees that no EHE funds awarded under this contract shall be used for the following activities or to purchase these items:

- Clothing
- Funeral, burial, cremation or related expenses
- Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied)
- entertainment costs; this includes the cost of amusements, social activities, and related incidental costs
- Household appliances
- Pet foods or other non- essential products
- Off-premise social/recreational activities or payments for a client's gym membership
- PrEP or nPEP medications or primary care services, as the person using PrEP or nPEP is not living with HIV, and therefore is not eligible for EHE funded medications
- Out-of-state travel, research projects, clinical trials, or fund-raising activities (including salaries, supplies, etc.)

Paragraph 10.17. Voucher and store gift card programs shall be administered in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services (funds may not be used for the purchase of alcohol, tobacco products, or firearms). General-use prepaid cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and are not allowable.

Paragraph 10.18. Subrecipient shall spend no more than 10% of the Part A amount awarded under this contract for administrative costs, including federally approved indirect cost or government authorized cost allocation plan. Administrative costs include rent, utilities, facility costs along with costs of management oversight including program coordination; clerical, financial, and management staff not directly related to patient care; program evaluation, liability insurance, audits; and equipment not directly related to patient care. The combined total of indirect costs and administrative costs cannot exceed 10% of the agency award. **(Including those listed herein and in the "*DHE Manual of Policies and Procedures*" and *PPPN-013: 10% Administrative Cap*)**

Paragraph 10.19. Subrecipient is expected to maintain documentation of the following which shall be made available to DHE and HRSA upon request and during EHE site visits:

- Document, through job descriptions and time and effort reports, that the administrative activities are charged to administration of the activities under this contract and cost no more than 10% of the total grant amount
- Document that no activities defined as administrative in nature are included in other budget categories

- If using indirect cost as part or all of its 10% administration costs, obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs
- Written procedures, allocation journals, and/or manuals should explain the methodology used to allocate and track costs, including direct service costs and administrative costs. The allocation journal should contain written procedures that are easy to follow and can be "re-performed" by an auditor.

ARTICLE 11. **PERSONNEL**

Paragraph 11.0. Subrecipient shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Subrecipient on all manners pertaining to this contract. Subrecipient represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Subrecipient under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Paragraph 11.1. Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s) or designee(s), listed key personnel or Sub-Subrecipient performing services on this Project by Subrecipient. No changes or substitutions shall be permitted in Subrecipient's key personnel or Subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or Subcontractors will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

Paragraph 12.0. If, through any cause, Subrecipient shall fail to fulfill its obligations under this Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of this Agreement are violated by Subrecipient, the County shall thereupon have the right to suspend the Contract in whole or in part.

Paragraph 12.1. Suspension Notice: Should the County exercise its right to suspend this Agreement under the provisions of this paragraph, the suspension shall be accomplished in writing and shall specify the reason and effective date. Upon receipt of a suspension notice, the Subrecipient must, unless the notice requires otherwise:

1. Immediately discontinue suspended services on the date and to the extent specified in the notice;
2. Shall not incur obligations after date of notice until such time that the Subrecipient has received written notice by the County that the suspension has been revoked and obligations may resume;
3. Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
4. Take any other reasonable steps to minimize costs associated with the suspension.

Paragraph 12.2. Notice to Resume: Upon receipt of notice to resume suspended services, the Subrecipient will immediately resume performance under this Agreement as required in the notice.

Paragraph 12.3. In lieu of suspension, the County may withhold the payment of reimbursement requests until provisions or stipulations in question are cured to the County's satisfaction.

ARTICLE 13. **DISPUTES**

Paragraph 13.0. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Department for HIV Elimination. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Subrecipient. The Subrecipient shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Subrecipient shall proceed diligently with performance of the Agreement and in accordance with the decision of the Office of the Internal Audit's designated representative.

ARTICLE 14. **GRIEVANCE PROCEDURES**

Paragraph 14.0. Subrecipient agrees to have in place a grievance process by which client complaints against the agency with respect to Part A funded services might be addressed. A copy of the Subrecipient's grievance process must be submitted with the first request for reimbursement for services under this Agreement unless a copy of Subrecipient's Grievance Procedures has been submitted in the last two years.

Paragraph 14.1. Subrecipient agrees to provide notification of the Grievance Procedures of the Subrecipient to all clients for rendered services in accordance with this Contract and such provision of information shall be documented within the files of the agency.

Paragraph 14.2. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.

ARTICLE 15. **TERMINATION**

Paragraph 15.0. This contract shall terminate no later than 11:59 p.m. on February 28, 2028.

Paragraph 15.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Reimbursement Request not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Subrecipient shall not incur obligations after date of notice to County.

Paragraph 15.2. If for any reason the Subrecipient is unable to render the approved services, the Subrecipient must notify the County in writing within five (5) days of the decision to allow ample time to develop a contingency plan to address the loss of the services.

ARTICLE 16. **TERMINATION OF AGREEMENT FOR CAUSE**

Paragraph 16.0. Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

Paragraph 16.1 Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Paragraph 16.2. TIME IS OF THE ESSENCE and if the Subrecipient refuses or fails to perform the work as specified in **EXHIBIT A and EXHIBIT B** and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

Paragraph 16.3. The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to the County.

Paragraph 16.4. Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

Paragraph 16.5. Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Subrecipient to complete the project.

ARTICLE 17. **TERMINATION FOR CONVENIENCE OF COUNTY**

Paragraph 17.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Paragraph 17.1. If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 18. **WAIVER OF BREACH**

Paragraph 18.0. The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 19. **INDEPENDENT CONTRACTOR STATUS**

Paragraph 19.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent Subrecipient between the County and Subrecipient. Under no circumstances shall Subrecipient, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 19.1. Subrecipient acknowledges that its directors, officers, employees, agents and assigns shall have no right or redress pursuant to the Personnel Rules and Regulations of Fulton County.

ARTICLE 20. **ASSURANCES AND CERTIFICATIONS**

Paragraph 20.0. Subrecipient agrees to comply with federal and state laws, rules,regulations, and Executive Orders, as well as the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. Subrecipient shall notify current clients and all other individuals presenting for services provided through Part A funds of this nondiscrimination policy.

Paragraph 20.2. Subrecipient agrees to provide services without regard to an individual's ability to pay and current or past health condition. Subrecipient shall have billing, co-pay, and collection policies and procedures that do not:

- Deny services for non- payment
- Deny payment for inability to produce income documentation
- Require full payment prior to service
- Include any other procedure that denies services for non-payment

Subrecipient shall maintain documentation that all provider staff have been informed of these requirements.

Paragraph 20.3. Subrecipient agrees to comply with federal certifications regarding debarment and suspension, drug-free workplace requirements, Program Fraud Civil Remedies Act, and environmental tobacco smoke described in PHS-5161-1 and included as Attachment E. EXHIBIT E shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.4. Subrecipient agrees to comply with federal "Assurances - Non-Construction Programs" (Standard Form 424B) incorporated as EXHIBIT F. EXHIBIT F shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.5. Subrecipient agrees that federal prohibitions and requirements related to lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Paragraph 20.6. Subrecipient acknowledges that the County discourages the employment of the relatives by blood or marriage of Subrecipient or its employees. Such relationship shall not be an automatic barrier to hiring but shall require the Subrecipient to obtain the written approval of the County. Willful and intentional failure to disclose such a relationship, including such relationships which might pre-exist this contract, may be cause for suspension or termination of this contract. This requirement shall not be construed to convert the Subrecipient into an employee of the County. Subrecipient remains an independent contractor/subrecipient as is set forth in Article 19 hereof.

Paragraph 20.7. INTENTIONALLY LEFT BLANK

Paragraph 20.8. Services will be provided in settings accessible to low-income persons with HIV disease. Subrecipient shall ensure that the setting is accessible by public transportation or shall provide transportation assistance.

Paragraph 20.9. Subrecipient shall comply with Americans with Disabilities Act requirements.

Paragraph 20.10. The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (the National CLAS Standards) are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Subrecipient shall integrate the principles and activities of culturally and linguistically appropriate services in accordance with National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.
Refer to: http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf

Paragraph 20.11. Subrecipient agrees to comply with federal Legislative Mandates set forth in the most current Consolidated Appropriations Act. EXHIBIT G. shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2 and returned to the County.

ARTICLE 21. **ACCURACY OF WORK**

Paragraph 21.0. Subrecipient 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 Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient 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 Subrecipient. Subrecipient shall give

immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 22. **REVIEW OF WORK**

Paragraph 22.0. 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 Subrecipient, 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 Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 22.1. County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Subrecipient until Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

Paragraph 22.2. Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff. Subrecipient 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. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 22.3. Subrecipient 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. Subrecipient 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. Subrecipient 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.

ARTICLE 23. **INDEMNIFICATION**

Paragraph 23.0. Article 23 does not apply to local health departments or other governmental entities including the State of Georgia's Department of Public Health.

Paragraph 23.1. Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of

any act or omission by Subrecipient, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise, in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Paragraph 23.2. Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Paragraph 23.3. Subrecipient further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Paragraph 23.4. These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 24. CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

Paragraph 24.0. The Subrecipient agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Subrecipient further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

Paragraph 24.1. Subrecipient shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

Paragraph 24.2. Both parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as the same may be amended and supplemented from time to time (collectively referred to herein as “HIPAA”).

Paragraph 24.3. The parties recognize a common goal of securing the integrity of all individually identifiable health information and according that information the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts in that regard. All individually identifiable health information (including information related to patients/clients whose identities may be ascertained by the exercise of reasonable effort through investigation or through the use of other public or private databases) shall be treated as confidential by the parties

in accordance with all federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each party is subject to it, HIPAA. The parties agree to take such additional steps and/or to negotiate such amendments to this Agreement as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

Paragraph 24.4. Subrecipient, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for Subrecipient to comply with the HIPAA laws shall be borne by Subrecipient. All HIPAA compliance dates must be satisfied and Subrecipient must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by County's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the County upon request. Subrecipient is required to fully cooperate with any and all audits, reviews and investigations conducted by County, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

Paragraph 24.5. Subrecipient, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the Department for HIV Elimination (as a covered entity) in connection with treatment, payment or operations, including EHE operations and as required by this Agreement.

Paragraph 24.6. In the course of undertaking the Scope of Work in this Agreement, Subrecipient will be sharing individually identifiable health information with the Department for HIV Elimination. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with Fulton County by on behalf of the Department for HIV Elimination.

Paragraph 24.7. In the course of undertaking the Scope of Work in this Agreement, Subrecipient may work with agencies and entities that are subrecipients of funding via Fulton County HIV grants and have access to individually identifiable health information. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

Paragraph 24.8. Subrecipient is responsible for obtaining client consent for the sharing of PHI with the Department for HIV Elimination and other subrecipients of Part A funding.

ARTICLE 25. **CONFIDENTIALITY OF WORK**

Paragraph 25.0. Each party may disclose to the other party information that is confidential or proprietary “Confidential Information”. Confidential Information includes information and materials related to the business, affairs and/or procedures of the disclosing party, or to the designs, programs, flowcharts and documentation of the disclosing party's information technology, whether or not owned by that party.

The party receiving Confidential Information will not, and will cause each of its employees, agents, subcontractors and affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party or to any employee, agent, subcontractor or Affiliate other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, Subrecipient recognizes the County's obligation to comply with Georgia's Open Records requirements.

Paragraph 25.1. The Subrecipient shall maintain the confidentiality of all reports, information, or data, furnished to, or prepared by, the Subrecipient under this Agreement, unless such information is: a) previously known to the Subrecipient; b) generally available to the public; c) subsequently disclose to the Subrecipient by a third-party who is not under an obligation of confidentiality with the County; or, d) independently developed by the Subrecipient.

Before publishing or presenting any of these reports, information, or data, the Subrecipient shall obtain the prior written consent of the Director, Department for HIV Elimination. The Subrecipient shall inform its officers, directors, employees, and agents of the requirements of this section and shall enforce compliance with these requirements by its officers, directors, employees, and agents.

Paragraph 25.2. It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

Paragraph 25.3. This Article survives the expiration or earlier termination of this agreement.

ARTICLE 26. **OPEN RECORDS ACT**

Paragraph 26.0. The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation

to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 business hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 27. **PUBLICITY**

Paragraph 27.0. Subrecipient agrees that any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Subrecipient, shall not identify the County as a sponsoring agency without prior approval. In addition, the Subrecipient shall not display the County name or logo in any manner, including, but not limited to, display on Subrecipient's letterhead or physical plant without the prior written authorization of the County.

ARTICLE 28. **INTANGIBLE PROPERTY**

Paragraph 28.0. Except as otherwise provided in terms and conditions of this Contract, the subrecipient or the County is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Contract. Should any copyright materials be produced as a result of this Contract, the County shall reserve a royalty free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for governmental purposes.

ARTICLE 29. **TANGIBLE PROPERTY**

Paragraph 29.0. Subrecipient agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement to be submitted at the close of the year with the final invoice. Property records shall be maintained accurately (including those listed herein and in the "***DHE Manual of Policies and Procedures***" **and** ***FPPN-003: Property Standards***) and shall include:

- A description of the property;
- Manufacturer's serial number, model number, national stock number, or other identification number;
- Source of the property including federal program name;
- Acquisition date (or date received, if the property was furnished by the County) and cost;
- Percentage (at the end of the budget year) of federal participation in the cost of the project or program for which the property was acquired;
- Unit acquisition cost;
- Property decal number;
- Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior County written approval.
- A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the

physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Subrecipient shall promptly notify the County.

Paragraph 29.1. Adequate maintenance procedures shall be implemented to keep the property in good condition.

Paragraph 29.2. Upon termination of any service program included in this Agreement, or in the event this Agreement terminates prior to expiration or is not renewed, Subrecipient agrees to properly return all County property according to County protocols.

Paragraph 29.3. The Subrecipient agrees that this equipment cannot be transferred or otherwise disposed of without written County approval.

ARTICLE 30. **COVENANT AGAINST CONTINGENT FEES**

Paragraph 30.0. Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Subrecipient for the purpose of securing business and that Subrecipient has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 31. **INSURANCE**

Paragraph 31.0. Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. 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.

ARTICLE 32. **PROHIBITED INTEREST**

Paragraph 32.0. Conflict of interest:

Subrecipient agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Subrecipient further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Paragraph 32.1. Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 33. SUBCONTRACTING

Paragraph 33.0. Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Director, DHE or his/her designee.

ARTICLE 34. ASSIGNABILITY

Paragraph 34.0. Subrecipient shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Subrecipient without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Subrecipient of such termination. Subrecipient binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 35. AUDITS AND INSPECTORS

Paragraph 35.0. At any time during normal business hours and as often as County may deem necessary, Subrecipient shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

Paragraph 35.1 Subrecipient shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Subrecipient.

Paragraph 35.2. Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County.

Paragraph 35.3. Subrecipient agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

Paragraph 35.4. Subrecipient acknowledges and swears by signature below that it has complied with the audit requirements of the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," issued by the U.S. Comptroller General for all previous contracts awarded under the EHE Program; false statement herein constitutes a breach of this contract.

Paragraph 35.5. Subrecipient agrees to comply with federal standards for financial management set forth in 45 CFR 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards as well as the "***DHE Manual of Policies and Procedures***" and ***FPPN-006: Financial Management***.

Paragraph 35.6. Subrecipient agrees to comply with the audit requirements set forth in 45 CFR 75 and with either Paragraph 35.6a or Paragraph 35.6b whichever applies under these guidelines.

Paragraph 35.6a. Subrecipient expending $1,000,000 or more during the fiscal year in Federal awards must have a Single or Program Specific audit conducted for that year in accordance with 2 CFR 75 Subpart F – Audit Requirements. The audit must be prepared by an independent Certified Public Accountant. Subrecipient must send one copy of the audit to the Director, DHE and one copy to the Director of Finance, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.6.b. Subrecipient expending less than $1,000,000 during the fiscal year in Federal awards agrees to have a financial statement audit conducted annually by an independent Certified Public Accountant and further agrees to send one copy of the audit to the Director, DHE and one copy to the Director of Finance, Fulton County Government, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.7. Audit reports shall be submitted to:

Director, Department for HIV Elimination	**Director of Finance**
Fulton County Government	Fulton County Government
137 Peachtree Street	141 Pryor Street, Suite 7001
Atlanta, Georgia 30303	Atlanta, Georgia 30303

Paragraph 35.8. Failure to comply with audit request, or any other terms or conditions of this Contract constitutes cause for termination of Contract, cause for rejection of future applications, and requires return of all monies received under this Contract.

ARTICLE 36. RECORDS

Paragraph 36.0. The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient respectively, as applicable, for the purposes of verifying, without limitation, the nature and extent of applicable cost, and making audit examinations, excerpts and transcripts. The parties and their respective subcontractors' record retention requirements are three years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Paragraph 36.1. Subrecipient agrees to maintain documentation as required in the "***DHE Manual of Policies and Procedures***" and FCRW ***PPPN-001 Client Eligibility***.

Paragraph 36.2. Subrecipient agrees to develop or access client records that contain documentation of client's eligibility determination that will be maintained in e2Fulton, including the following:

A. **Initial Eligibility Determination & Once a year/12 Month Period Recertification Documentation Requirements:**
   - HIV/AIDS diagnosis (at initial determination)

B. **Recertification (minimum of every six months) documentation requirements:**
   - Determination of eligibility and enrollment in other third-party insurance programs including Medicaid and Medicare

   Note: At twelve-month recertification one of the following is acceptable: *full application and documentation, self-attestation of no change or self- attestation of change with documentation.*

Paragraph 36.3. Subrecipient agrees to maintain documentation of positive HIV serostatus in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County or designee. Documentation of serostatus should occur during the client intake process; however, initiation of enrollment may occur with a preliminary positive test result. Acceptable documentation of positive HIV serostatus shall include, but not be limited to, confirmed positive HIV test results, medical provider's diagnosis, viral load lab results, and/or medical therapies prescribed by a medical provider. Documentation shall be primary or refer to the primary documentation in the form of an official, signed statement from the holder of the primary documentation stating that eligibility has been confirmed (including the name of person/organization verifying eligibility, date, and nature and location of primary documentation).

Subrecipient shall maintain documentation that all provider staff have been informed of EHE eligibility requirements regarding serostatus and acceptable proof of HIV status.

Paragraph 36.4. Intentionally left blank.

Paragraph 36.5. For each client served with EHE funds, Subrecipient agrees to maintain documentation of the provider of primary care (as described in the most current version of "***DHE Manual of Policies and Procedures***") services in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County. Initial certification shall occur during the new client intake process and recertification shall occur no less frequently than every six months thereafter. Recertification shall occur no less frequently than every six months for clients already receiving services by Subrecipient.

Paragraph 36.6. Intentionally left blank

Paragraph 36.7. Subrecipient is required to notify County no less than 24 hours prior to the

implementation of any cap on services, limitation of services to serving existing clients only, and/or limitation of new clients to residents of certain geographic areas.

Subrecipient acknowledges that such caps and limitations on clients serve may impact the continuum of care and services for which the Subrecipient is funded under this contract and may result in amendments to this contract and/or changes in funding amounts.

Paragraph 36.8. For each client served, Subrecipient agrees to provide documentation upon request which indicates the Subrecipient's efforts to determine if a client has an eligible third-party payment source (e.g., private insurance, including plans available through the health insurance marketplace, Medicaid, State Children's Health Insurance Plan [SCHIP], and Medicare) and the process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

> **Paragraph 36.8.1.** Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements for determination of third-party payment source and process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

Paragraph 36.9. Subrecipient agrees that Oral Health services should be available to persons living with HIV in the EMA. The Subrecipient should, where practicable, provide Oral Health services to individuals who may or may not receive Primary Care at that site.

Paragraph 36.10. Subrecipient agrees to comply with legislative requirements regarding the Medicaid status of providers, specifically that funded providers of Medicaid-reimbursable services must be participating in Medicaid and certified to receive Medicaid payments or able to document efforts underway to obtain such certification.

If Medicaid-covered services are funded, Subrecipient agrees to provide documentation of Medicaid certification.

Paragraph 36.11. Income generated from third-party reimbursements, including 340B reimbursements, must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

> **Paragraph 36.11.a**. Income generated from payments made by clients in compliance with the sliding fee scale must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

Paragraph 36.12. Subrecipient shall maintain documentation that that all staff involved in eligibility determination have been provided annual training in eligibility requirements set forth in this contract.

Paragraph 36.13. Subrecipient shall maintain documentation that eligibility determination policies

and procedures do not consider VA health benefits as the veteran's primary insurance and deny access to EHE services citing "payer of last resort". Policies and procedures must classify veterans receiving VA health benefits as uninsured, thus exempting these veterans from the "payer of last resort" requirement.

Subrecipient shall maintain documentation that all staff determining eligibility have been informed of policies surrounding veterans with VA health benefits.

Paragraph 36.14. Subrecipient shall maintain job descriptions and time and effort reports sufficient to document that the activities defined in legislation and guidance as administrative are charged to administration of the program and cost no more than 10% of Contract award amount. Subrecipient is expected to maintain documentation supporting the allocation of employee time to administrative and non-administrative duties.

Paragraph 36.15. Subrecipient shall maintain time and effort reports sufficient to document that each employee that is funded with EHE funds for an amount less than 100% time and effort (1 Full Time Equivalent) has worked on EHE funded services for an amount no less than the percent of time for which the position is funded.

Paragraph 36.16. If Subrecipient uses indirect cost as part or all of its 10% administration costs, Subrecipient shall obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs.

Paragraph 36.17. Subrecipient shall maintain a file or files documenting agency activities for the promotion of HIV services to low-income individuals, including copies of HIV program materials promoting services and explaining eligibility requirements.

Paragraph 36.18. Subrecipient shall maintain a reasonable mix of non-traditional hours that best suit the needs of the populations to be served. Non-traditional hours shall include early morning hours, evening hours (after 5:00 pm) and/or weekend hours.

Paragraph 36.19. As specified in ***PPPN-001 Client Eligibility***, requiring an individual to have State issued photo identification establishes a lengthy and sometimes costly barrier to care; this also creates an unnecessary barrier to care for undocumented individuals. If Subrecipient's internal policies require State issued photo identification, the lack of such identification shall not delay enrollment in EHE services, provision of medications, nor result in the discharge of a client from EHE Services.

ARTICLE 37. **ACCOUNTING SYSTEM**

Paragraph 37.0. Subrecipient shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. The Subrecipient's systems must be established to enable tracing of funds to a level adequate for determining if funds were used according to the terms and conditions of the grant contract or other County recommendations.

ARTICLE 38. **VERBAL AGREEMENT**

Paragraph 38.0. No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Subrecipient to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 39. **NOTICES**

Paragraph 39.0. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices to County shall be addressed as follows:	**Notices to Subrecipient** shall be addressed as follows:
Director Department for HIV Elimination 137 Peachtree Street Atlanta, Georgia 30303 With a copy to:	_____ Agency Director
Felicia Strong-Whitaker, Director Department of Purchasing & Contract Compliance 130 Peachtree Street, SW, Suite 1168 Atlanta, Georgia 30303 Felicia.strong-whitaker@fultoncountyga.gov	_____ Agency _____ Address

ARTICLE 40. **JURISDICTION**

Paragraph 40.0. This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, regulations, or Executive Orders, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Paragraph 40.1. Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 41. **EQUAL EMPLOYMENT OPPORTUNITY**

Paragraph 41.0. During the performance of this Agreement, Subrecipient agrees as follows:

Paragraph 41.0.a. Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.b. Subrecipient will, in all solicitations or advertisements for employees placed by, or on behalf of, Subrecipient state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.c. Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 42. **FORCE MAJEURE**

Paragraph 42.0. Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 43. **TAXES**

Paragraph 43.0. The Subrecipient shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Subrecipient which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Subrecipient shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Subrecipient shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Subrecipient for payment of any tax from which it is exempt.

ARTICLE 44. **PERMITS, LICENSES AND BONDS**

Paragraph 44.0. All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

ARTICLE 45. **NON-APPROPRIATION**

Paragraph 45.0. This Agreement states the total obligation of the County to the Subrecipient for the

calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Subrecipient in the event the County does not intend to budget funds for the succeeding Contract year.

Paragraph 45.1. Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 46. **WAGE CLAUSE**

Paragraph 46.0. Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 47. **WHISTLEBLOWER PROTECTION**

Paragraph 47.0. Subrecipient is aware that the latest whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, applies to all employees working for contactors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections." This program requires all grantees, subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Subrecipients and grantees will include such requirements in any contract made with a subcontractor or subgrantee.

Paragraph 47.1. The statute (41 U.S.C. 4712) states that an "employee of a Subrecipient, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any contract, policy, form, or condition of employment.

Paragraph 47.2. Whistleblowing is defined as making a disclosure "that the employee believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant
- A gross waste of federal funds

- An abuse of authority relating to a federal contract or grant
- A substantial and specific danger to public health or safety
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Paragraph 47.3. To qualify under the statute, the employee's disclosure must be made to at least one of the following:
- A Member of Congress, or representative of a Congressional committee
- An Inspector General
- The Government Accountability Office
- A federal employee responsible for contract or grant oversight or management at the relevant agency
- An official from the Department of Justice, or other law enforcement agency
- A court or grand jury
- A management official or other employee of the Subrecipient, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 48. **ANTI-KICKBACK**

Paragraph 48.0. Subrecipient shall participate in structured and on-going efforts to avoid fraud, waste and abuse (mismanagement) in any federally funded program.

Paragraph 48.1. Subrecipient shall have in place an "Employee Code of Ethics" and Board Bylaws and policies which includes provisions covering:
- Conflict of Interest
- Prohibition on use of property, information or position without approval or to advance personal interest
- Fair dealing – engaged in fair and open competition
- Confidentiality Protection and use of company assets
- Compliance with laws, rules, and regulations
- Timely and truthful disclosure of significant accounting deficiencies
- Timely and truthful disclosure of non-compliance
- Prohibition of employees (as individuals or entities), from soliciting or receiving payment in kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items
- Proof of employee background checks for staff who will be handling purchasing transactions and financial management systems

Paragraph 48.2. Subrecipients which are Medicare and Medicaid subgrantees shall have in place the required Corporate Compliance Plan.

ARTICLE 49. **CLIENT RIGHTS AND RESPONSIBILITIES**

Paragraph 49.0. Subrecipient agrees to provide notification of the agency's Clients Rights and Responsibilities to all clients rendered services in accordance with this Contract. Client files shall include an affirmation signed by the client indicating receipt of information required in this

paragraph.

Paragraph 49.1. Client Rights and Responsibilities shall include at a minimum:

- Fulton County Non Discrimination Policy
- Title VI Non Discrimination Statement
- Confidentiality statement and/or HIPAA protections
- Transfer information
- Language assistance services
- Participation in service planning
- Agency rules and regulations
- Provision of services regardless of ability to pay

ARTICLE 50. **TITLE VI COMPLIANCE**

Paragraph 50.0. Subrecipient shall designate at its own expense the individual to serve as the Subrecipient's Title VI Coordinator. The Title VI Coordinator shall be the agency's representative who is responsible for the development and implementation of Subrecipient's Title VI Program.

Paragraph 50.1. The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

Paragraph 50.2. During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

Paragraph 50.2.a. Compliance with Regulations. Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Paragraph 50.2.b. Nondiscrimination Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

A. **Solicitations for Subcontracts, Including Procurement of Materials and** Equipment
B. In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be

notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

C. Information and Reports

D. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, Fulton County or The Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the Subrecipient under the contract until the Subrecipient complies; and/or
   - Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The Subrecipient shall include the provisions of this paragraph paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any subcontractor or procurement as Fulton Count or The Georgia Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Subrecipient may request the United States.

Paragraph 50.3. Subrecipient shall provide the following language services to inform persons with Low English Proficiency (LEP) of free services that are available. This information will be provided in a notice in a language that LEP persons will understand:

- Posting signs in areas where the public is likely to read them. These signs will be posted at the front-desk reception area to notify LEP individuals of available services and how to obtain these services.
- Stating in outreach documents (brochures, booklets, pamphlets, and flyers) that language services are available.
- Working with community-based organizations to inform LEP persons of the language assistance availability.
- Including notices in local newspapers in languages other than English.
- Providing notices in non-English language radio and television stations about the availability of language assistance services for important events.

- Using a telephone voice mail menu (if available) in the most common languages
- The vital documents that need to be translated are public involvement, financial information, public information and local assistance. The county will also consider these other vital documents that may require translation/interpretation:
  - Applications or instructions on how to participate in a program or activity or to receive benefits or services.
  - Consent forms.

ARTICLE 51. NATIONAL MONITORING STANDARDS

Paragraph 51.0. Subrecipient shall comply with HRSA's monitoring standards including: Part A Program Fiscal Monitoring Standards, Part A Program Monitoring Standards, and Universal Monitoring Standards (https://careacttarget.org/library/part-and-b-monitoring-standards).

ARTICLE 52. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

Paragraph 52.0. As applicable, Subrecipient shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

IN WITNESS HEREOF, the parties hereto have set their hands and affixed their seals.

FULTON COUNTY, GEORGIA

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

Attest:

_____ ITEM#: _____ DATE: _____

Tonya Grier
Fulton County Clerk to the Commission

APPROVED AS TO FORM:

_____
Office of the County Attorney

APPROVED AS TO CONTENT:

_____
Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

_____
Agency Name

By: _____ _____
Typed Name Signature

_____
Title

EXHIBIT A

SERVICE CATEGORY PLAN

EXHIBIT B

APPROVED BUDGET TIED TO GOALS AND OBJECTIVES

EXHIBIT C

NON-DISCRIMINATION POLICY OF FULTON COUNTY, GEORGIA

Employment opportunities and conditions of employment shall be free from discrimination due to race, color, creed, national origin, sex, sexual orientation, religion, or disability.

Subrecipients must agree to comply with Federal and State laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, sexual orientation, or national origin.

Subrecipients must further agree to provide services without regard to ability to pay or the current or past health condition of an individual, and in settings accessible to low-income persons.

CERTIFICATION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant does comply in accordance with the above stated policy of nondiscrimination of Fulton County. The applicant further certifies that by submitting this proposal that it will include, without modification, the above stated policy in all documents relating to the programs and services provided through the funding proposed with this application.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:
TITLE OF AUTHORIZED CERTIFYING OFFICIAL:
APPLICANT ORGANIZATION:
DATE:

EXHIBIT D

Certification Regarding Debarment and Suspension, Drug-Free Workplace Requirements, Lobbying, Program Fraud Civil Remedies Act, and Environmental Tobacco Smoke

OMB Approval No. 0920-0428

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dis-pensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--
  (1) The dangers of drug abuse in the workplace;
  (2) The grantee's policy of maintaining a drug-free workplace;
  (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

(d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
  (1) Abide by the terms of the statement; and
  (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical an mental health of the American people.

SIGNATURE OF CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

EXHIBIT E

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the DavisBacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

EXHIBIT F:

COMPLIANCE WITH LEGISLATIVE MANDATES

As the duly authorized representative of Subrecipient/Subrecipient, I certify that the Subrecipient/Subrecipient:

(1) Salary Limitation:
Shall not use federal grant funds to pay the salary of an individual at a rate in excess of Executive Level II.

(2) Gun Control
Shall not use federal grant funds to advocate or promote gun control.

(3) Anti-Lobbying

A. Shall not use federal grant funds, other than for normal and recognized executive legislative relationships, for the following:
   i. For publicity or propaganda purposes;
   ii. For the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;

B. Shall not use federal grant funds to pay the salary or expenses of any employee or agent of Fulton County's EHE Program and its subrecipients for activities designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

C. The prohibitions in subsections A and B include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

(4) Acknowledgment of Federal Funding (Section 505)
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state:

A. the percentage of the total costs of the program or project which will be financed with Federal money;
B. the dollar amount of Federal funds for the project or program; and
C. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

(5) (6) Restriction on Abortions **and** Exceptions to Restriction on Abortions
Shall not use federal grant funds for any abortion or for health benefits coverage that includes coverage of abortion. These restrictions shall not apply to abortions (or coverage of abortions) that fall within the Hyde amendment exceptions.[3]

(7) Ban on Funding Human Embryo Research
Shall not use federal grant funds for (i) the creation of human embryos for research purposes; or (ii) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(8) Limitation on Use of Funds for Promotion of Legalization of Controlled Substances
Shall not use federal grant funds to promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

(9) Restriction on Distribution of Sterile Needles
Shall not use federal grant funds to distribute sterile needles or syringes for the hypodermic injection of any illegal drug except as may be allowed under the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), signed by President Barack Obama in December 2015 unless otherwise approved by HHS and Fulton County.

(10) Restriction of Pornography on Computer Networks
Fulton County's EHE Program and its subrecipients shall not use federal grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(11) Restriction on Funding ACORN
Shall not provide any federal grant funds to the Association of Community Organizations for Reform Now ("ACORN"), or any of its affiliates, subsidiaries, allied organizations, or successors. (12) Confidentiality Agreements [Health Center] shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law

[3] The Hyde Amendment exceptions include (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

enforcement representative of a Federal department or agency authorized to receive such information.

(12) Confidentiality Agreements

Shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Signature of Authorized Certifying Official	Title
Organization	DATE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0556 **Meeting Date:** 8/6/2025

Department
Department for HIV Elimination

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of "Ryan White Part A" service contracts, subject to Federal funding, for FY2025 (August 1, 2025 through February 28, 2026) in an amount not to exceed $30,959,711.00, FY2026 (March 1, 2026 through February 28, 2027) in an amount not to exceed $32,346,447.00, and FY2027 (March 1, 2027 through February 29, 2028) in an amount not to exceed $33,802,519.00 pursuant to the Health Resources and Services Administration "Ryan White Part A" award H89HA00007. Service contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A. § 36-10-1 requires all official contracts entered by the County governing authority with other persons on behalf of the County 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 *(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 for HIV Elimination recommends approval of "Ryan White Part A"

service contracts, subject to Federal funding, for FY2025 (August 1, 2025 through February 28, 2026) in an amount not to exceed $30,959,711, FY2026 (March 1, 2026 through February 28, 2027) in an amount not to exceed $32,346,447, and FY2027 (March 1, 2027 through February 29, 2028) in an amount not to exceed $33,802,519 for the provision of core medical and support services using 100% “Ryan White Part A” grant funds with no required County match. Ryan White Funding is pursuant to the Health Resources and Services Administration “Ryan White Part A” award H89HA00007. “Ryan White Part A” has a project period from 3/1/2025 through 2/28/2028. The Board of Commissioners previously approved partial FY2025 “Ryan White Part A” grant funding through item 25-0020 and item 25-0385. Subrecipients for the remainder of FY2025, FY2026, and FY 2027 were recommended by a Review Committee pursuant to 25RFP1343702B-PS. These agencies provide core medical services and essential support services for medically indigent Persons Living with HIV in the 20-county Eligible Metropolitan Area. Funds are recommended to increase spending

authority for the following subrecipients in the following amounts:

AGENCY	FY2025	FY2026	FY2027
AID Atlanta	$ 2,088,81	$ 2,178,25	$ 2,272,1
AIDS Healthcare Foundation	$ 3,592,40	$ 3,747,03	$ 3,909,3
ANIZ, Inc.	$ 465,49	$ 486,26	$ 508,0
Atlanta Legal AID Society, Inc.	$ 143,89	$ 148,59	$ 153,5
Cherokee County Board of Health	$ 500,13	$ 522,64	$ 546,2
DeKalb County Board of Health	$ 1,061,27	$ 1,109,33	$ 1,159,8
Emory University - Midtown	$ 1,144,14	$ 1,176,34	$ 1,210,1
Fulton County Board of Health	$ 1,838,33	$ 1,927,74	$ 2,021,6
Grady Health System	$ 10,685,59	$ 11,214,83	$ 11,770,
NAESM, Inc.	$ 388,22	$ 405,13	$ 422,8
Open Hand Atlanta, Inc.	$ 1,808,73	$ 1,874,21	$ 1,942,9
Positive Impact Health Centers	$ 6,386,91	$ 6,676,26	$ 6,980,0
Southside Medical Center	$ 680,71	$ 704,75	$ 729,9
To Our Shores	$ 175,00	$ 175,00	$ 175,0
TOTAL	$ 30,959,71	$ 32,346,44	$ 33,802,519

Community Impact: “Ryan White Part A” funding will support essential core and support services for Persons Living with HIV (PLWH) in the Eligible Metropolitan Area to improve health outcomes of Persons Living with HIV and decrease the number of new HIV cases. All services have as their main goal increased viral suppression rates.

Department Recommendation: The Department for HIV Elimination recommends approval of “Ryan White Part A” service contracts, subject to Federal funding, for FY2025 (August 1, 2025 through February 28, 2026) in the amount of $30,959,711, FY2026 (March 1, 2026 through February 28, 2027) in the amount of $32,346,447, and FY2027 (March 1, 2027 through February 29, 2028) in the amount of $33,802,519.

Project Implications: No change in County budget. These contracts are 100% grant-funded with no County match.

Community Issues/Concerns: Were contracts not to be approved “Ryan White Part A” core medical and support services would cease.

Department Issues/Concerns: Were contracts not approved, there would be an interruption of core medical and support services for more than 18,000 Persons Living with HIV in the 20-County area.

Fiscal Impact / Funding Source

Funding Line 1:

461-270-R251

Funding Line 2:

461-270-R254

Funding Line 3:

461-270-R256

THE RYAN WHITE
HIV/AIDS TREATMENT EXTENSION ACT
PART A GRANT

FY2025, FY2026, and FY2027 Atlanta Eligible Metropolitan Area Agreement

THIS AGREEMENT, entered into this 1st day of March 2025 through the 28th day of February 2028 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 Choose an item. (hereinafter referred to as "Subrecipient"). THIS Agreement shall be referenced as RW25-27-001 – any future amendments will be numbered sequentially.

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the Ryan White Part A funds for the 20-County Atlanta Eligible Metropolitan Area ("**EMA**"), as defined in:

- Public Health Service Act, Title XXVI, Section 2603b
- Public Health Service Act Section 2603(b), 42 U.S.C 300ff-13(b)
- FY 2007 Title XXVI of the PHS Act, 42 U.S.C. section 300-ff-11 et seq. (as amended), Part A
- Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)
- Public Health Service Act, Sections 2601-2610
- Public Health Service Act, Sections 2601-2610 (42 USC 300ff-11 – 300ff-20), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)
- Public Health Service Act, Sections 2601-2610, and 2693(b)(2)(A) (42 USC 300ff-11 – 300ff-20, and 300ff-121(b)(2)(A)), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)

(hereinafter referred to as "**Ryan White HIV/AIDS Program**" or **"RWHAP"),** through the Chairman of the Board of Commissioners of Fulton County, has been awarded grant funds under Part A of the Ryan White Program and pursuant to Item #24-0529 (08/21/2024).

WHEREAS, the County, has recommended funding to Subrecipient to facilitate the approved program for a total not to exceed **$ Amount of Award** subject to federal funding availability and disbursement.

WHEREAS, pursuant to RFP 25RFP1343702B-PS, the County has requested, received and reviewed proposals from eligible public and private non-profit health and support service providers in the Atlanta EMA which deliver or enhance HIV-related ambulatory care and support services.

WHEREAS, Subrecipient has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

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

ARTICLE 1. **CONTRACT DOCUMENTS**

Paragraph 1.0. County hereby engages Subrecipient, and Subrecipient hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- EXHIBIT A: Service Category Plan
- EXHIBIT B: Approved Budget tied to Goals and Objectives
- EXHIBIT C: Non-Discrimination Policy of Fulton County, Georgia
- EXHIBIT D: Certifications – PHS-5161-1
- EXHIBIT E: Assurances – Non-Construction Programs (SF 424B)
- EXHIBIT F: Compliance with Legislative Mandates
-

Paragraph 1.1. The following documents are incorporated herein by reference:

- Fulton County Ryan White Part A Program, "***DHE Manual of Policies and Procedures***" which contains a series of Programmatic Policy and Procedure Notices (PPPN), Fiscal Policy and Procedure Notices (FPPN), and Recipient Policy and Procedure Notices (RPPN) which are available at: www.endhivatl.org 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
- 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Request for Proposal Number: 25RFP1343702B-PS
- HRSA Conditions of Award
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Program – Part A[1]
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Fiscal – Part A[1]
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal – Part A and B (Covers Both Fiscal and Program Requirements)[1]

Paragraph 1.2. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

[1] https://targethiv.org/searches?search=National+Monitoring+Standards

Paragraph 1.3. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders/budget revisions, 5) the exhibits, and 6) portions of Subrecipient's proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. **SEVERABILITY**

Paragraph 2.0. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **SUBRECIPIENT SERVICES**

Paragraph 3.0. The County retains Subrecipient and Subrecipient accepts retention by the County to render services as made part of this Contract by reference and attached hereto as EXHIBIT A 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, as well as Executive Orders.

Paragraph 3.1. Subrecipient represents and the County acknowledges that it will assign and designate Subrecipient to render the services defined and required herein.

Paragraph 3.2. Subrecipient represents that Click or tap here to enter text. is authorized to bind and enter into Contract on behalf of Subrecipient.

Paragraph 3.3. Subrecipient represents that it is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c) (3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 3.4. Subrecipient 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.

ARTICLE 4. **SCOPE OF DUTIES**

Paragraph 4.0. Upon execution of this Agreement, Subrecipient shall commence providing HIV-related health and support services in accordance with the priorities established by the Metropolitan Atlanta HIV Health Services Planning Council and with the goals and objectives approved by the County which are described in EXHIBIT A.

Paragraph 4.1. Unless modified in writing by both parties in the manner specified in the agreement, duties of Subrecipient shall not be construed to exceed those services specifically set forth herein. Subrecipient agrees to provide all services, products, and data and to perform all tasks described in

EXHIBIT A and EXHIBIT B.

ARTICLE 5. **MODIFICATIONS**

Paragraph 5.0. This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this Agreement will be valid unless in writing and executed by the County and the Subrecipient, except as provided below.

Paragraph 5.1. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination (DHE) or his or her designee and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 5.2. The Director, DHE is hereby authorized to approve and execute Ryan White contract modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

ARTICLE 6. **CONTRACT TERM**

Paragraph 6.0. This agreement is effective on March 1, 2025 for a term expiring on February 28, 2028.

Paragraph 6.1. Commencement Term. The "Commencement Term" of this Agreement shall begin on March 1, 2025 the starting date, and shall end absolutely and without further obligation on the part of the county on the 28th day of February 2028. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement.

ARTICLE 7. **COMPENSATION FOR SERVICES**

Paragraph 7.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A and EXHIBIT B herein shall be performed by Subrecipient for an allocation of RWHAP, Part A funds, in an amount not to exceed $ total award amount. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1. The award amount includes $.$$ in contingency funding which is held in abeyance and is not available to the Subrecipient unless or until written notification from has been received from the Director, DHE authorizing the use of these funds. Authorization to expend abeyance funds shall be at the discretion of the Director, DHE.

Paragraph 7.2. The budget attached to Contract in EXHIBIT B is a complete, approved budget for expenditures of all RWHAP Part A 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 7.3. The budget total may not be exceeded; however, a plus or minus deviation of 10%

within budget categories (i.e. personnel, supplies) and within priority category is authorized.

ARTICLE 8. **GENERAL SUBRECIPIENT REQUIREMENTS**

Paragraph 8.0. Subrecipient agrees that it will participate in a community-based continuum of care which is defined as: *A term which encompasses the comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psychosocial service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual's or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of care.*

Paragraph 8.1. DHE has implemented an integrated cloud-based data management system for: tracking all individuals who receive services supported by Part A funds, contracting, reporting, subrecipient reimbursement, quality management, evaluating client satisfaction, client eligibility documentation records management, and a client portal through a system known as e2Fulton. Subrecipient will be expected to utilize e2Fulton.

Paragraph 8.2. In order to comply with the participation requirements, including reporting of all required variables for Ryan White Services Report (RSR), Subrecipient shall directly enter data using the most current version of e2Fulton or be able to import required data into the most current version of e2Fulton (Reference ***PPPN-006 Use of e2Fulton in Documenting Eligibility***).

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Paragraph 8.3. In order to comply with the participation requirements, including reporting of all required variables for Ryan White Services Report (RSR), Subrecipient shall directly enter data using the most current version of e2Fulton or be able to import required data into the most current version of e2Fulton.

Paragraph 8.4. In order to reduce the administrative burden to clients and Subrecipients of collecting and maintaining client Ryan White eligibility documents, Subrecipient agrees to participate in the uploading, updating, and sharing of client eligibility documents via e2Fulton.

In order to obtain client consent for the sharing of such documentation Subrecipient will obtain client consent using the form developed by the Department for HIV Elimination and available at www.endhivatl.org. Once e2Fulton's client level database is fully operational the consent must be uploaded into e2Fulton before a client's service data can be entered.

Paragraph 8.5. Any Business Associates Agreements pursuant to **Paragraph 24 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance** must be entered into by September 1 in FY2025 and May 1 in subsequent years.

Paragraph 8.6. The Subrecipient will be responsible for entering line-item budgets by priority service category (as approved through the proposal review and budget negotiations), and service units into e2Fulton by September 21 in FY 25 and May 21 in subsequent years. Any budget revision requests

must be made using the DHE form and be submitted via e2Fulton.

Paragraph 8.7. The subrecipient shall submit all required programmatic, fiscal, and quality management reports via e2Fulton.

Paragraph 8.8. Subrecipient agrees to undertake and maintain quality management program(s) and quality service indicators for each Part A funded service provided to ensure that persons living with HIV disease, who are eligible for treatment and health related support services, get those services and that the quality of those services meet certain approved criteria (i.e., Eligible Metropolitan Area (EMA) adopted service standards of care, Public Health Service (PHS) treatment guidelines). (Reference ***PPPN-033 Quality Improvement***.)

The Subrecipient's annual Quality Management Plan shall be submitted via e2Fulton no later than October 1 in FY25 and July 1 in subsequent years.

Through quality management efforts, Subrecipient should be able to identify problems in service delivery that impact health-status outcomes at the client and system levels. As part of the County's site visit protocols and other monitoring efforts, Subrecipient shall be required to provide documentation that such program/systems are in use. (Reference ***PPPN-033 Quality Management Site Visits***.)

Paragraph 8.9. Subrecipient agrees to comply with approved Atlanta EMA Standards of Care for services. Staff training on Standards of Care related to their positions shall take place within ninety (90) days of contract date, within ninety (90) days of written notification of Standards of Care, within thirty (30) days of new employee hire date, and at least annually thereafter for all relevant staff.

Paragraph 8.10. Subrecipient agrees to administer and/or facilitate client participation in the EMA's program-wide standardized client satisfaction surveys to monitor the quality of the services provided and to measure the level of consumer satisfaction.

Paragraph 8.11. Subrecipient agrees to administer and/or facilitate and/or advertise client participation in the EMA's Needs Assessment to identify barriers and gaps in services and that will lead to the development of a continuous quality improvement system.

Paragraph 8.12. Subrecipient agrees to implement and maintain a Consumer Advisory Board to obtain input from clients in the design and delivery of services. Subrecipient shall provide, with each quarterly report, documentation of Consumer Advisory Board meetings, membership, and minutes.

Paragraph 8.13. If Subrecipient receives funding for the provision of Outpatient/Ambulatory Health Services under this contract, Subrecipient shall be expected to meet the OAHS Expectations set forth in Appendix V of the Part A Request for Proposals including rapid initiation of ART and rapid reinitiation of ART.

Paragraph 8.14. Subrecipient agrees that in the performance of the Agreement, it will comply with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other

entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

Paragraph 8.15. Subrecipient agrees 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:

- Estimated average cost of providing each category of HIV-related services provided with Part A funds and the extent to which such costs were paid by third-party payers;
- Estimated number of units of service for each category of HIV-related services provided with Part A funds;
- Estimated cost of providing a unit of service under each category of HIV-related services provided with part A funds.

Paragraph 8.16. Any Subrecipient receiving Minority AIDS Initiative funding shall establish and maintain a system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 8.17. Subrecipient agrees to assign at its own expense one individual to serve as the Fiscal Designee to serve as its representative on all financial matters related to this Contract. The Fiscal Designee may not also serve as the Programmatic Designee in Paragraph 8.18.

Paragraph 8.18. Subrecipient agrees to assign at its own expense one individual to serve as the Programmatic Designee to serve as its representative on all programmatic matters related to this Contract. The Programmatic Designee may not also serve as the Fiscal Designee in Paragraph 8.17.

Paragraph 8.19. Subrecipient agrees to assign at its own expense one individual to serve as the Data Designee to serve as its representative on all data and information technology matters related to this Contract.

Paragraph 8.20. Subrecipient agrees to assign at its own expense one individual to serve as the Quality Management Designee to oversee all quality management activities and attend quality management meetings.

Paragraph 8.21. Subrecipient agrees to designate an individual to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Comprehensive Plan Committee and processes.

Paragraph 8.22. Subrecipient agrees to designate an individual to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Assessment Committee and processes and Quality Management processes.

Paragraph 8.23. Subrecipient agrees to designate an individual to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Quality Management Committee and processes.

Paragraph 8.24. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.23. shall be provided to County at the time the contract signed by the duly authorized individual is returned to the County for signature and processing. The Subrecipient will be responsible for entering name(s) of designee(s) referenced in Paragraphs 8.1-8.4 into e2Fulton by September 1 in FY25 and June 1 in subsequent years... Notification of changes in the individual(s) serving as the designees shall be provided in e2Fulton no later than 14 days after the change.

Paragraph 8.25. Subrecipient 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.

Paragraph 8.26. Any Subrecipient receiving Part A funds to develop, purchase or distribute health education materials (e.g., brochures) must have prior approval by the County for each item.

Paragraph 8.27. In the provision of services under this contract, Subrecipient will comply with Ryan White Part A quality management standards and measures. The purpose of the Ryan White Part A quality management standards and measures is to ensure that a uniformity of service exists in the Atlanta Eligible Metropolitan Area (EMA) such that the consumers of a service receive the same quality of service regardless of where the service is provided. If an agency is unable to meet a particular standard, the agency must document why the standard was unable to be met and explain the steps it is taking to meet that standard.

Paragraph 8.28. QUARTERLY PROGRAMMATIC REPORTS. Subrecipient agrees to provide 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 RWHAP and other applicable regulations (reference ***PPPN-055 Quarterly Reports***). Quarterly programmatic reports shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served. Quarterly programmatic reports must be submitted via e2Fulton not later than the 20thth business day after the close of each quarter. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time. Quarterly programmatic reports must use the DHE forms and be signed by Subrecipient's approved Programmatic, Fiscal and Data Designees.

Paragraph 8.29. Subrecipient shall provide County with projected spending plans as detailed in ***FPPN-002: Budget Spend Plan***.

Paragraph 8.30. If appropriate, the Subrecipient shall implement a sliding fee scale policy in conformance with ***FPPN-020 Imposition of Charges, Fee Schedule*** and ***FPPN-021 Cap on Client Charges*** incorporated herein by reference.

The schedule of charges must be displayed in a conspicuous location(s) available to clients.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that any fees charged for Part A services must be in accordance with the provision of the RWHAP, Section 2605 (e) as described in ***FPPN-020 Imposition of Charges, Fee Schedule*** and ***FPPN-021 Cap on Client Charges***.

Paragraph 8.31. Subrecipient agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all Ryan White Providers' Meetings.

Paragraph 8.32. Subrecipient agrees to participate in regular progress officer calls and webinars which are designed to provide valuable technical assistance to Subrecipient, discuss areas of concern, and gather additional information.

Paragraph 8.33. Subrecipient is strongly encouraged to utilize the services of a qualified accountant to ensure fiscal policies, procedures, and practice comply with the requirements of the Uniform Guidance and Ryan White legislation and regulations.

Paragraph 8.34. As the Prime Awardee, Fulton County is required to provide the following information for any federal reports required by Subrecipient:

1. Federal Awarding Agency: U.S. Department of Health and Human Services (HHS) - Health Resources and Services Administration (HRSA)
2. Pass-Through Entity: Fulton County Government, Board of Commissioners, 141 Pryor Street, SW, Atlanta, GA 30303
3. CFDA Number and Title: 93.914—HIV Emergency Relief Project Grants
4. Project Description: Part A of the Ryan White HIV/AIDS Treatment Extension Act of 2009 provides direct financial assistance to Eligible Metropolitan Areas that have been the most severely affected by the Human Immunodeficiency Virus (HIV) epidemic to enhance access to a comprehensive, effective and cost efficient continuum of high quality, community-based care for low-income individuals and families with HIV and to strengthen strategies to reach minority populations. A comprehensive continuum of care includes the 13 core medical services specified in legislation and appropriate support services that assist People Living With HIV/AIDS (PLWH/A) in accessing treatment for HIV/AIDS infection that is consistent with the Department of Health and Human Service (HHS) Treatment Guidelines. Comprehensive HIV/AIDS care beyond these core services may include supportive services that meet the criteria of enabling individuals and families living with HIV/AIDS to access and remain in primary medical care to improve their medical outcomes.

ARTICLE 9. **INVOICING AND PAYMENT**

Paragraph 9.0. Using e2Fulton, Subrecipient shall electronically submit for reimbursement for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the

costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Paragraph 9.1. Subrecipient agrees to electronically submit for reimbursement via the Electronic Contract Management (ECM) module of e2Fulton for the previous month's expenses not later than the 20th business day of each month with four exceptions:

1. Fulton County shall advance payment to Subrecipient to allow for adequate cash flow to implement services as described in ***FPPN-009: Advance Payment to Subrecipients***. Reconciliation of this amount must occur as expeditiously as possible. If an advance has been provided, the agency's reimbursement in the next month shall be reduced by the amount of the advance. In the event that the actual reimbursable expenses in the first month did not exceed the amount of the advance, the remainder shall be reduced from the second month's payment. In the event that the actual reimbursable expenses in the second month do not exceed the amount of the reminder of the advance, the agency shall remit payment to the County for the remainder due.
2. The first reimbursement submission shall be entered no later than 45 business days after contract effective date;
3. Unless otherwise approved by the Director, the February reimbursement submission shall be the final reimbursement submission.
4. The November reimbursement submission may be entered in two parts **if approved by the Director**:
    A. A pre-bill may be submitted in November prior to the date at which the Fulton County Finance Department shuts down to allow for year-end closeout (the actual date shall be provided to the Subrecipient once announced by the Finance Department). Subrecipient may pre-bill for regular monthly expenditures (e.g. salary, fringe, and rent) at an amount equal to 1/12th of the line item.
    B. Another November submission would then be made by the 20th business day of December. This submission would be for the remainder of expenditures accrued in November.

Paragraph 9.2. Failure to submit reimbursement requests according to the timelines may be considered a breach of this Contract allowing the County to terminate this agreement in addition to any other right to which the County may be entitled. The Department for HIV Elimination reserves the right to reduce, reallocate or terminate funds for failure by the Subrecipient to achieve fiscal and/or program objectives as outlined in EXHIBIT A and EXHIBIT B, in a timely manner.

Late submissions received in e2Fulton after the first calendar day of the month may not be paid until the last day of the following month.

Paragraph 9.3. Under the terms of the Uniform Guidance, Fulton County undertakes a risk assessment for each subrecipient and proposed subrecipient. Fulton County's Risk Assessment, along with DHE records, will determine the frequency with which supporting documentation must be submitted to support a funding request. In ALL instances original documentation must be maintained on site and be available for audit as set forth in ARTICLE 35. **AUDITS AND INSPECTORS.**

Risk Category	Frequency of Submitting Supporting Documentation
Low	Documentation to support each request must be maintained by agency by month and be available to DHE during site visits.
Moderate	Provide ALL supporting quarterly: May invoice, August invoice, November invoice, February. Documentation to support each request must be maintained by agency by month and be available to DHE during site visits.
High	Provide ALL supporting documentation every month.
New Subrecipient	Provide ALL supporting documentation every month.

DHE Project Officers will notify subrecipients of their risk category at the beginning of a grant year or contract period and more frequently should the category change.

Paragraph 9.4. Subrecipient agrees to maintain and submit, as indicated, the necessary supporting documentation to verify the cost in the Reimbursement Request as detailed in ***DHE Manual of Policies and Procedures*** and ***PPPN-013: Cumulative Contract Expenditure Reports***.

Paragraph 9.5. Under the uniform administrative requirements, to the extent available, subrecipients must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments from the Grantee (recipient).[2]

Each monthly invoice must be accompanied by a table which indicates Total Cost for each line item, Amount Paid by Third Party Payer, and the Remainder to be charged to RWPA or EHE. The subrecipient must attest that those funds were used before requesting reimbursement from DHE. See ***DHE FPPN-011 Program Income***.

Paragraph 9.6. The first invoice must be accompanied by the subrecipient's projected program income for the fiscal year to include how much program income is anticipated, from what sources and how subrecipient intends to expend the funds, as these funds must be used before requesting additional cash payments from RWPA or EHE.

Paragraph 9.7. Additional items which must be submitted with the first Reimbursement Request are described in ***PPPN-013***.

Paragraph 9.8. Additional items which must be submitted with the February Reimbursement Request are described in ***PPPN-013***.

Paragraph 9.9. Payment of Subcontractors/Suppliers: The Subrecipient must certify in writing that all subcontractors of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime

[2] 45 CFR § 75.305(b)(5).

Subrecipient shall pay all subcontractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Paragraph 9.10. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all Part A and/or MAI funds until such documentation has been satisfactorily submitted.

Paragraph 9.11. If, in the County's opinion, the Subrecipient 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 Part A payments until such time that the errors have been corrected.

Paragraph 9.12. In order to ensure the availability of services to Ryan White clients throughout the contract period, monthly charges shall not exceed one-twelfth of any awarded line-item amount unless otherwise preapproved by the assigned DHE Project Officer.

Paragraph 9.13. County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Paragraph 9.14. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit via direct deposit Subrecipient payments called for under this Agreement after receipt of a correct reimbursement submission and required documentation which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 9.15. Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) business days of Its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

Paragraph 9.16. Parties hereto expressly agree that the above contract terms shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Paragraph 9.187 It is the Subrecipient's duty to register with the County for direct deposit prior to the submission of the first invoice of a grant year.

ARTICLE 10. **FUNDING EXCLUSIONS AND RESTRICTIONS**

Paragraph 10.0. Subrecipient shall use funds in accordance with federal requirements and shall not use Part A funds for unallowable costs including those listed herein, in the "***DHE Manual of Policies and Procedures***" incorporated herein by reference and available at www.endhivatl.org ***PPPN-004: Funding Exclusions and Restrictions*** " incorporated herein by reference and available at www.endhivatl.org, and in the RFP incorporated herein by reference.

Paragraph 10.1. Subrecipient agrees that RWHAP Part A and MAI funds will not be used to supplant or replace state and local HIV-related funding or in-kind resources expended by Subrecipient for HIV-related services during the contract period beginning March 1, 2025 and ending February 28, 2028.

Paragraph 10.2. Subrecipient agrees that RWHAP Part A and MAI funds may not be used to purchase or improve land or to purchase, construct or make permanent improvements to any building, except for minor remodeling as specifically approved in Subrecipient budget.

Paragraph 10.3. Subrecipient agrees that RWHAP Part A and MAI funds may not be used to make payments to recipients of services. Subrecipient shall maintain documentation that all provider staff have been informed of policies that forbid use of Ryan White funds for cash payments to service recipients.

Paragraph 10.4. Subrecipient agrees that RWHAP Part A and MAI funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third-party benefits program or by an entity that provides services on a prepaid basis.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that direct that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Paragraph 10.5. Subrecipient agrees that no funds will be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.

Paragraph 10.6. Subrecipient agrees that no funds will be used for the purchase of vehicles without written County approval based upon prior approval from HRSA.

Paragraph 10.7. Subrecipient agrees that no funds will be used for non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.) or for broad scope awareness activities about HIV services that target the general public.

Paragraph 10.8. Subrecipient agrees that no funds will be used for influencing or attempting to

influence members of Congress and other Federal personnel.

Paragraph 10.9. Subrecipient agrees that no funds will be used for outreach activities that have HIV prevention education as their exclusive purpose.

Paragraph 10.10. Subrecipient agrees that no funds awarded under this contract will be used for foreign travel.

Paragraph 10.11. Subrecipient agrees that no funds awarded under this contract shall be used to support employment, vocational, or employment-readiness services.

Paragraph 10.12. Subrecipient agrees that no funds awarded under this contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless otherwise preapproved by HRSA.

Paragraph 10.13. Subrecipient agrees than no RWHAP Part A or MAI funds awarded under this contract shall be used to support the portion of any space, expenses, or staff position **not** devoted to RWHAP activities.

Paragraph 10.14. Subrecipient agrees than no RWHAP Part A funds or MAI funds awarded under this contract shall be used for purchase of equipment costing $25,000 without prior written approval by the County based upon prior approval by HRSA.

Paragraph 10.15. Subrecipient agrees that RWHAP Part A or MAI funds awarded under this contract shall not be used for inpatient case management services that prevent unnecessary hospitalization or that expedite discharge, as medically appropriate, from inpatient facilities.

Paragraph 10.16. Subrecipient agrees that no RWHAP Part A or MAI funds awarded under this contract shall be used for the following activities or to purchase these items:

- Clothing
- Funeral, burial, cremation or related expenses
- Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied)
- entertainment costs; this includes the cost of amusements, social activities, and related incidental costs
- Household appliances
- Pet foods or other non- essential products
- Off-premise social/recreational activities or payments for a client's gym membership
- PrEP or nPEP medications or primary care services, as the person using PrEP or nPEP is not living with HIV, and therefore is not eligible for Ryan White funded medications
- Out-of-state travel, research projects, clinical trials, or fund raising activities (including salaries, supplies, etc.)

Paragraph 10.17. Voucher and store gift card programs shall be administered in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services (funds may not be used for the purchase of alcohol, tobacco products, or firearms). General-use prepaid cards that are cobranded with the logo of a payment

network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and are not allowable.

Paragraph 10.18. Subrecipient shall spend no more than 10% of the Part A amount awarded under this contract for administrative costs, including federally approved indirect cost or government authorized cost allocation plan. Administrative costs include rent, utilities, facility costs along with costs of management oversight including program coordination; clerical, financial, and management staff not directly related to patient care; program evaluation, liability insurance, audits; and equipment not directly related to patient care. The combined total of indirect costs and administrative costs cannot exceed 10% of the agency award. **(Including those listed herein and in the "DHE Manual of Policies and Procedures" and *PPPN-013: 10% Administrative Cap*)**

Paragraph 10.19. Subrecipient is expected to maintain documentation of the following which shall be made available to DHE and HRSA upon request and during Ryan White Part A site visits:

- Document, through job descriptions and time and effort reports, that the administrative activities are charged to administration of the activities under this contract and cost no more than 10% of the total grant amount
- Document that no activities defined as administrative in nature are included in other Part A budget categories
- If using indirect cost as part or all of its 10% administration costs, obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs
- Written procedures, allocation journals, and/or manuals should explain the methodology used to allocate and track RWHAP costs, including direct service costs and administrative costs. The allocation journal should contain written procedures that are easy to follow and can be "re-performed" by an auditor.

ARTICLE 11. **PERSONNEL**

Paragraph 11.0. Subrecipient shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Subrecipient on all manners pertaining to this contract. Subrecipient represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Subrecipient under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Paragraph 11.1. Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s) or designee(s), listed key personnel or Sub-Subrecipient performing services on this Project by Subrecipient. No changes or substitutions shall be permitted in Subrecipient's key personnel or Subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or Subcontractors will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

Paragraph 12.0. If, through any cause, Subrecipient shall fail to fulfill its obligations under this Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of this Agreement are violated by Subrecipient, the County shall thereupon have the right to suspend the Contract in whole or in part.

Paragraph 12.1. Suspension Notice: Should the County exercise its right to suspend this Agreement under the provisions of this paragraph, the suspension shall be accomplished in writing and shall specify the reason and effective date. Upon receipt of a suspension notice, the Subrecipient must, unless the notice requires otherwise:

1. Immediately discontinue suspended services on the date and to the extent specified in the notice;
2. Shall not incur obligations after date of notice until such time that the Subrecipient has received written notice by the County that the suspension has been revoked and obligations may resume;
3. Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
4. Take any other reasonable steps to minimize costs associated with the suspension.

Paragraph 12.2. Notice to Resume: Upon receipt of notice to resume suspended services, the Subrecipient will immediately resume performance under this Agreement as required in the notice.

Paragraph 12.3. In lieu of suspension, the County may withhold the payment of reimbursement requests until provisions or stipulations in question are cured to the County's satisfaction.

ARTICLE 13. **DISPUTES**

Paragraph 13.0. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Department for HIV Elimination. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Subrecipient. The Subrecipient shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Subrecipient shall proceed diligently with performance of the Agreement and in accordance with the decision of the Office of the Internal Audit's designated representative.

ARTICLE 14. **GRIEVANCE PROCEDURES**

Paragraph 14.0. Subrecipient agrees to have in place a grievance process by which client complaints against the agency with respect to Part A funded services might be addressed. A copy of the Subrecipient's grievance process must be submitted with the first request for reimbursement for services under this Agreement unless a copy of Subrecipient's Grievance Procedures has been submitted in the last two years.

Paragraph 14.1. Subrecipient agrees to provide notification of the Grievance Procedures of the Subrecipient to all clients for rendered services in accordance with this Contract and such provision of information shall be documented within the files of the agency.

Paragraph 14.2. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.

ARTICLE 15. **TERMINATION**

Paragraph 15.0. This contract shall terminate no later than 11:59 p.m. on February 28, 2028.

Paragraph 15.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Reimbursement Request not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Subrecipient shall not incur obligations after date of notice to County.

Paragraph 15.2. If for any reason the Subrecipient is unable to render the approved services, the Subrecipient must notify the County in writing within five (5) days of the decision to allow ample time to develop a contingency plan to address the loss of the services.

ARTICLE 16. **TERMINATION OF AGREEMENT FOR CAUSE**

Paragraph 16.0. Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

Paragraph 16.1 Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Paragraph 16.2. TIME IS OF THE ESSENCE and if the Subrecipient refuses or fails to perform the work as specified in **EXHIBIT A and EXHIBIT B** and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

Paragraph 16.3. The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished

documents prepared by Subrecipient under this Agreement to the County.

Paragraph 16.4. Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

Paragraph 16.5. Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Subrecipient to complete the project.

ARTICLE 17. **TERMINATION FOR CONVENIENCE OF COUNTY**

Paragraph 17.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Paragraph 17.1. If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 18. **WAIVER OF BREACH**

Paragraph 18.0. The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 19. **INDEPENDENT CONTRACTOR STATUS**

Paragraph 19.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent Subrecipient between the County and Subrecipient. Under no circumstances shall Subrecipient, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 19.1. Subrecipient acknowledges that its directors, officers, employees, agents and assigns shall have no right or redress pursuant to the Personnel Rules and Regulations of Fulton County.

ARTICLE 20. **ASSURANCES AND CERTIFICATIONS**

Paragraph 20.0. Subrecipient agrees to comply with federal and state laws, rules,regulations, and Executive Orders, as well as the County's policy relative to nondiscrimination in client and client

service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. Subrecipient shall notify current clients and all other individuals presenting for services provided through Part A funds of this nondiscrimination policy.

Paragraph 20.2. Subrecipient agrees to provide services without regard to an individual's ability to pay and current or past health condition. Subrecipient shall have billing, co-pay, and collection policies and procedures that do not:

- Deny services for non- payment
- Deny payment for inability to produce income documentation
- Require full payment prior to service
- Include any other procedure that denies services for non-payment

Subrecipient shall maintain documentation that all provider staff have been informed of these requirements.

Paragraph 20.3. Subrecipient agrees to comply with federal certifications regarding debarment and suspension, drug-free workplace requirements, Program Fraud Civil Remedies Act, and environmental tobacco smoke described in PHS-5161-1 and included as Attachment E. EXHIBIT E shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.4. Subrecipient agrees to comply with federal "Assurances - Non-Construction Programs" (Standard Form 424B) incorporated as EXHIBIT F. EXHIBIT F shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.5. Subrecipient agrees that federal prohibitions and requirements related to lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Paragraph 20.6. Subrecipient acknowledges that the County discourages the employment of the relatives by blood or marriage of Subrecipient or its employees. Such relationship shall not be an automatic barrier to hiring but shall require the Subrecipient to obtain the written approval of the County. Willful and intentional failure to disclose such a relationship, including such relationships which might pre-exist this contract, may be cause for suspension or termination of this contract. This requirement shall not be construed to convert the Subrecipient into an employee of the County. Subrecipient remains an independent contractor/subrecipient as is set forth in Article 19 hereof.

Paragraph 20.7. APPLIES TO FULTON COUNTY AND DEKALB COUNTY ONLY: Subrecipient will maintain HIV-related expenditures at a level that is at least equal to and not less than the level of such expenditures by the subrecipient for the one-year period preceding the fiscal year covered by this contract. HIV related expenditures for this purpose will be those expenditures for HIV core medical and support services by the local health department (Board of Health) and local jail received from a covered jurisdiction's general fund budget. Subrecipient will use the DHE designated system for consistently tracking and reporting on HIV-related expenditure data for core medical and support services from year-to-year.

Paragraph 20.8. Services will be provided in settings accessible to low-income persons with HIV

disease. Subrecipient shall ensure that the setting is accessible by public transportation or shall provide transportation assistance.

Paragraph 20.9. Subrecipient shall comply with Americans with Disabilities Act requirements.

Paragraph 20.10. The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (the National CLAS Standards) are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Subrecipient shall integrate the principles and activities of culturally and linguistically appropriate services in accordance with National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.
Refer to: http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf

Paragraph 20.11. Subrecipient agrees to comply with federal Legislative Mandates set forth in the most current Consolidated Appropriations Act. EXHIBIT G. shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2 and returned to the County.

ARTICLE 21. **ACCURACY OF WORK**

Paragraph 21.0. Subrecipient 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 Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient 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 Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 22. **REVIEW OF WORK**

Paragraph 22.0. 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 Subrecipient, 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 Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 22.1. County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Subrecipient until Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

Paragraph 22.2. Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff. Subrecipient 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. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 22.3. Subrecipient 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. Subrecipient 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. Subrecipient 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.

ARTICLE 23. **INDEMNIFICATION**

Paragraph 23.0. Article 23 does not apply to local health departments or other governmental entities including the State of Georgia's Department of Public Health.

Paragraph 23.1. Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Subrecipient, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise, in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Paragraph 23.2. Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Paragraph 23.3. Subrecipient further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Paragraph 23.4. These indemnity provisions are for the protection of the County indemnities only

and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 24. CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

Paragraph 24.0. The Subrecipient agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Subrecipient further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

Paragraph 24.1. Subrecipient shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

Paragraph 24.2. Both parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as the same may be amended and supplemented from time to time (collectively referred to herein as “HIPAA”).

Paragraph 24.3. The parties recognize a common goal of securing the integrity of all individually identifiable health information and according that information the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts in that regard. All individually identifiable health information (including information related to patients/clients whose identities may be ascertained by the exercise of reasonable effort through investigation or through the use of other public or private databases) shall be treated as confidential by the parties in accordance with all federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each party is subject to it, HIPAA. The parties agree to take such additional steps and/or to negotiate such amendments to this Agreement as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

Paragraph 24.4. Subrecipient, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for Subrecipient to comply with the HIPAA laws shall be borne by Subrecipient. All HIPAA compliance dates must be satisfied and Subrecipient must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by County's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the County upon request. Subrecipient is required to fully cooperate with any and all audits, reviews and investigations conducted by County, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

Paragraph 24.5. Subrecipient, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the Department for HIV Elimination (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

Paragraph 24.6. In the course of undertaking the Scope of Work in this Agreement, Subrecipient will be sharing individually identifiable health information with the Department for HIV Elimination. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with Fulton County by on behalf of the Department for HIV Elimination.

Paragraph 24.7. In the course of undertaking the Scope of Work in this Agreement, Subrecipient may work with agencies and entities that are subrecipients of funding via Fulton County HIV grants and have access to individually identifiable health information. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

Paragraph 24.8. Subrecipient is responsible for obtaining client consent for the sharing of PHI with the Department for HIV Elimination and other subrecipients of Part A funding.

ARTICLE 25. **CONFIDENTIALITY OF WORK**

Paragraph 25.0. Each party may disclose to the other party information that is confidential or proprietary "Confidential Information". Confidential Information includes information and materials related to the business, affairs and/or procedures of the disclosing party, or to the designs, programs, flowcharts and documentation of the disclosing party's information technology, whether or not owned by that party.

The party receiving Confidential Information will not, and will cause each of its employees, agents, subcontractors and affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party or to any employee, agent, subcontractor or Affiliate other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, Subrecipient recognizes the County's obligation to comply with Georgia's Open Records requirements.

Paragraph 25.1. The Subrecipient shall maintain the confidentiality of all reports, information, or data, furnished to, or prepared by, the Subrecipient under this Agreement, unless such information is: a) previously known to the Subrecipient; b) generally available to the public; c) subsequently disclose to the Subrecipient by a third-party who is not under an obligation of confidentiality with the County; or, d) independently developed by the Subrecipient.

Before publishing or presenting any of these reports, information, or data, the Subrecipient shall obtain the prior written consent of the Director, Department for HIV Elimination. The Subrecipient shall inform its officers, directors, employees, and agents of the requirements of this section and shall enforce compliance with these requirements by its officers, directors, employees, and agents.

Paragraph 25.2. It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

Paragraph 25.3. This Article survives the expiration or earlier termination of this agreement.

ARTICLE 26. **OPEN RECORDS ACT**

Paragraph 26.0. The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 business hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 27. **PUBLICITY**

Paragraph 27.0. Subrecipient agrees that any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Subrecipient, shall not identify the County as a sponsoring agency without prior approval. In addition, the Subrecipient shall not display the County name or logo in any manner, including, but not limited to, display on Subrecipient's letterhead or physical plant without the prior written authorization of the County.

ARTICLE 28. **INTANGIBLE PROPERTY**

Paragraph 28.0. Except as otherwise provided in terms and conditions of this Contract, the subrecipient or the County is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Contract. Should any copyright materials be produced as a result of this Contract, the County shall reserve a royalty free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for governmental purposes.

ARTICLE 29. **TANGIBLE PROPERTY**

Paragraph 29.0. Subrecipient agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement to be submitted at the close of the year with the final invoice. Property records shall be maintained accurately (including those listed herein and in the "***DHE Manual of Policies and Procedures***" **and** ***FPPN-003: Property Standards***) and shall include:

- A description of the property;
- Manufacturer's serial number, model number, national stock number, or other identification number;
- Source of the property including federal program name;
- Acquisition date (or date received, if the property was furnished by the County) and cost;
- Percentage (at the end of the budget year) of federal participation in the cost of the project or program for which the property was acquired;
- Unit acquisition cost;
- Property decal number;
- Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior County written approval.
- A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Subrecipient shall promptly notify the County.

Paragraph 29.1. Adequate maintenance procedures shall be implemented to keep the property in good condition.

Paragraph 29.2. Upon termination of any service program included in this Agreement, or in the event this Agreement terminates prior to expiration or is not renewed, Subrecipient agrees to properly return all County property according to County protocols.

Paragraph 29.3. The Subrecipient agrees that this equipment cannot be transferred or otherwise disposed of without written County approval.

ARTICLE 30. **COVENANT AGAINST CONTINGENT FEES**

Paragraph 30.0. Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Subrecipient for the purpose of securing business and that Subrecipient has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 31. **INSURANCE**

Paragraph 31.0. Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. 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.

ARTICLE 32. **PROHIBITED INTEREST**

Paragraph 32.0. Conflict of interest:

Subrecipient agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Subrecipient further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Paragraph 32.1. Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 33. **SUBCONTRACTING**

Paragraph 33.0. Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Director, Ryan White Program or his/her designee.

ARTICLE 34. **ASSIGNABILITY**

Paragraph 34.0. Subrecipient shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Subrecipient without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Subrecipient of such termination. Subrecipient binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants,

agreements and obligations contained herein.

ARTICLE 35. **AUDITS AND INSPECTORS**

Paragraph 35.0. At any time during normal business hours and as often as County may deem necessary, Subrecipient shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

Paragraph 35.1 Subrecipient shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Subrecipient.

Paragraph 35.2. Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County.

Paragraph 35.3. Subrecipient agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

Paragraph 35.4. Subrecipient acknowledges and swears by signature below that it has complied with the audit requirements of the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," issued by the U.S. Comptroller General for all previous contracts awarded under the Ryan White Program; false statement herein constitutes a breach of this contract.

Paragraph 35.5. Subrecipient agrees to comply with federal standards for financial management set forth in 45 CFR 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards as well as the “DHE Manual of Policies and Procedures” and ***FPPN-006: Financial Management***.

Paragraph 35.6. Subrecipient agrees to comply with the audit requirements set forth in 45 CFR 75 and with either Paragraph 35.6a or Paragraph 35.6b whichever applies under these guidelines.

Paragraph 35.6a. Subrecipient expending $1,000,000 or more during the fiscal year in Federal awards must have a Single or Program Specific audit conducted for that year in accordance with 2 CFR 75 Subpart F – Audit Requirements. The audit must be prepared by an independent Certified Public Accountant. Subrecipient must send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, within 180 days following the close of Subrecipient's fiscal year. At the County’s discretion, this time period may be extended beyond the 180 days.

Paragraph 35.6.b. Subrecipient expending less than $1,000,000 during the fiscal year in

Federal awards agrees to have a financial statement audit conducted annually by an independent Certified Public Accountant and further agrees to send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, Fulton County Government, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.7. Audit reports shall be submitted to:

Director, Department for HIV Elimination	**Director of Finance**
Fulton County Government	Fulton County Government
137 Peachtree Street	141 Pryor Street, Suite 7001
Atlanta, Georgia 30303	Atlanta, Georgia 30303

Paragraph 35.8. Failure to comply with audit request, or any other terms or conditions of this Contract constitutes cause for termination of Contract, cause for rejection of future applications, and requires return of all monies received under this Contract.

ARTICLE 36. RECORDS

Paragraph 36.0. The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient respectively, as applicable, for the purposes of verifying, without limitation, the nature and extent of applicable cost, and making audit examinations, excerpts and transcripts. The parties and their respective subcontractors' record retention requirements are three years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Paragraph 36.1. Subrecipient agrees to maintain documentation as required in the "***Fulton County Government Ryan White Part A Program Manual***" and FCRW ***PPPN-001 Client Eligibility***.

Paragraph 36.2. Subrecipient agrees to develop or access client records that contain documentation of client's eligibility determination that will be maintained in e2Fulton, including the following:

A. **Initial Eligibility Determination & Once a year/12 Month Period Recertification Documentation Requirements:**
   - HIV/AIDS diagnosis (at initial determination)
   - Proof of residence in the 20-county Atlanta Eligible Metropolitan Area
   - Low income defined as 400% or less of federal poverty level
   - Uninsured or underinsured status (Insurance verification as proof)
   - Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare
   - For underinsured, proof this service is **not** covered by other third party insurance programs including Medicaid and Medicare
   - Proof of compliance with eligibility determination as defined by the County or ADAP

B. Recertification (minimum of every twelve months) documentation requirements:

- Proof of residence in the 20-county Atlanta Eligible Metropolitan Area
- Low income documentation. Low income defined as 400% or less of federal poverty level
- Uninsured or underinsured status (Insurance verification as proof)
- Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare

Note: At twelve month recertification one of the following is acceptable: *full application and documentation, self-attestation of no change or self- attestation of change with documentation.*

Paragraph 36.3. Subrecipient agrees to maintain documentation of positive HIV serostatus in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County or designee. Documentation of serostatus should occur during the client intake process; however, initiation of enrollment may occur with a preliminary positive test result. Acceptable documentation of positive HIV serostatus shall include, but not be limited to, confirmed positive HIV test results, medical provider's diagnosis, viral load lab results, and/or medical therapies prescribed by a medical provider. Documentation shall be primary or refer to the primary documentation in the form of an official, signed statement from the holder of the primary documentation stating that eligibility has been confirmed (including the name of person/organization verifying eligibility, date, and nature and location of primary documentation).

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements regarding serostatus and acceptable proof of HIV status.

Paragraph 36.4. For each client served with Part A funds, Subrecipient agrees to maintain documentation of the financial status (as described in the most current version of the ""***Fulton County Government Ryan White Part A Program Manual***") in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County. To be determined eligible for Ryan White Part A services, a client's household income must be at or below 300% of the current Federal Poverty Level. Initial certification shall occur during the new client intake process and recertification shall occur no less frequently than every twelve months thereafter. Recertification shall occur no less frequently than every twelve months for clients already receiving services by Subrecipient.

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements that a client's household income must be at or below 300% of the current Federal Poverty Level.

Paragraph 36.5. For each client served with Part A funds, Subrecipient agrees to maintain documentation of the provider of primary care (as described in the most current version of "***Fulton County Government Ryan White Part A Program Manual***") services in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County. Initial certification shall occur during the new client intake process and recertification shall occur no less frequently than every twelve months thereafter. Recertification shall occur no less frequently than every twelve months for clients already receiving services by Subrecipient.

Paragraph 36.6. To the greatest extent possible, the Subrecipient shall provide services to eligible clients without regard to his/her county of residence within the 20-county EMA. Prior approval from the County must be obtained before Subrecipient may limit availability to anything less than the 20 County EMA.

Paragraph 36.7. Subrecipient is required to notify County no less than 24 hours prior to the implementation of any cap on services, limitation of services to serving existing clients only, and/or limitation of new clients to residents of certain geographic areas.

Subrecipient acknowledges that such caps and limitations on clients serve may impact the continuum of care and services for which the Subrecipient is funded under this contract and may result in amendments to this contract and/or changes in funding amounts.

Paragraph 36.8. For each client served, Subrecipient agrees to provide documentation upon request which indicates the Subrecipient's efforts to determine if a client has an eligible third-party payment source (e.g., private insurance, including plans available through the health insurance marketplace, Medicaid, State Children's Health Insurance Plan [SCHIP], and Medicare) and the process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

> **Paragraph 36.8.1.** Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements for determination of third-party payment source and process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

Paragraph 36.9. Subrecipient agrees that Oral Health services should be available to persons living with HIV in the EMA. The Subrecipient should, where practicable, provide Oral Health services to individuals who may or may not receive Primary Care at that site.

Paragraph 36.10. Subrecipient agrees to comply with legislative requirements regarding the Medicaid status of providers, specifically that funded providers of Medicaid-reimbursable services must be participating in Medicaid and certified to receive Medicaid payments or able to document efforts underway to obtain such certification.

If Medicaid-covered services are funded, Subrecipient agrees to provide documentation of Medicaid certification.

Paragraph 36.11. Income generated from third-party reimbursements, including 340B reimbursements, must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

> **Paragraph 36.11.a**. Income generated from payments made by clients in compliance with the sliding fee scale must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting

the type and amount of income received and how expended.

Paragraph 36.12. Subrecipient shall maintain documentation that that all staff involved in eligibility determination have been provided annual training in eligibility requirements set forth in this contract.

Paragraph 36.13. Subrecipient shall maintain documentation that eligibility determination policies and procedures do not consider VA health benefits as the veteran's primary insurance and deny access to Ryan White services citing "payer of last resort". Policies and procedures must classify veterans receiving VA health benefits as uninsured, thus exempting these veterans from the "payer of last resort" requirement.

Subrecipient shall maintain documentation that all staff determining eligibility have been informed of policies surrounding veterans with VA health benefits.

Paragraph 36.14. Subrecipient shall maintain job descriptions and time and effort reports sufficient to document that the activities defined in legislation and guidance as administrative are charged to administration of the program and cost no more than 10% of Contract award amount. Subrecipient is expected to maintain documentation supporting the allocation of employee time to administrative and non-administrative duties.

Paragraph 36.15. Subrecipient shall maintain time and effort reports sufficient to document that each employee that is funded with Ryan White Part A funds for an amount less than 100% time and effort (1 Full Time Equivalent) has worked on Part A funded services for an amount no less than the percent of time for which the position is funded.

Paragraph 36.16. If Subrecipient uses indirect cost as part or all of its 10% administration costs, Subrecipient shall obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs.

Paragraph 36.17. Subrecipient shall maintain a file or files documenting agency activities for the promotion of HIV services to low-income individuals, including copies of HIV program materials promoting services and explaining eligibility requirements.

Paragraph 36.18. Subrecipient shall maintain a reasonable mix of non-traditional hours that best suit the needs of the populations to be served. Non-traditional hours shall include early morning hours, evening hours (after 5:00 pm) and/or weekend hours.

Paragraph 36.19. As specified in ***PPPN-001 Client Eligibility***, requiring an individual to have State issued photo identification establishes a lengthy and sometimes costly barrier to care; this also creates an unnecessary barrier to care for undocumented individuals. If Subrecipient's internal policies require State issued photo identification, the lack of such identification shall not delay enrollment in Ryan White services, provision of medications, nor result in the discharge of a client from Ryan White Services.

ARTICLE 37. **ACCOUNTING SYSTEM**

Paragraph 37.0. Subrecipient shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. The Subrecipient's systems must be established to enable tracing of funds to a level adequate for determining if funds were used according to the terms and conditions of the grant contract or other County recommendations.

ARTICLE 38. **VERBAL AGREEMENT**

Paragraph 38.0. No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Subrecipient to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 39. **NOTICES**

Paragraph 39.0. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices to County shall be addressed as follows:	**Notices to Subrecipient** shall be addressed as follows:
Director Department for HIV Elimination 137 Peachtree Street Atlanta, Georgia 30303 With a copy to:	_____ Agency Director
Felicia Strong-Whitaker, Director Department of Purchasing & Contract Compliance 130 Peachtree Street, SW, Suite 1168 Atlanta, Georgia 30303 Felicia.strong-whitaker@fultoncountyga.gov	_____ Agency _____ Address

ARTICLE 40. **JURISDICTION**

Paragraph 40.0.
This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, regulations, or Executive Orders, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this

Agreement shall be in full force and effect.

Paragraph 40.1. Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 41. **EQUAL EMPLOYMENT OPPORTUNITY**

Paragraph 41.0. During the performance of this Agreement, Subrecipient agrees as follows:

Paragraph 41.0.a. Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.b. Subrecipient will, in all solicitations or advertisements for employees placed by, or on behalf of, Subrecipient state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.c. Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 42. **FORCE MAJEURE**

Paragraph 42.0. Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 43. **TAXES**

Paragraph 43.0. The Subrecipient shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Subrecipient which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Subrecipient shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Subrecipient shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Subrecipient for payment of any tax from which it is exempt.

ARTICLE 44. **PERMITS, LICENSES AND BONDS**

Paragraph 44.0. All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

ARTICLE 45. **NON-APPROPRIATION**

Paragraph 45.0. This Agreement states the total obligation of the County to the Subrecipient for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Subrecipient in the event the County does not intend to budget funds for the succeeding Contract year.

Paragraph 45.1. Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 46. **WAGE CLAUSE**

Paragraph 46.0. Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 47. **WHISTLEBLOWER PROTECTION**

Paragraph 47.0. Subrecipient is aware that the latest whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, applies to all employees working for contactors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled “Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections.” This program requires all grantees, subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Subrecipients and grantees will include such requirements in any contract made with a subcontractor or subgrantee.

Paragraph 47.1. The statute (41 U.S.C. 4712) states that an "employee of a Subrecipient, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any contract, policy, form, or condition of employment.

Paragraph 47.2. Whistleblowing is defined as making a disclosure "that the employee believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant
- A gross waste of federal funds
- An abuse of authority relating to a federal contract or grant
- A substantial and specific danger to public health or safety
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Paragraph 47.3. To qualify under the statute, the employee's disclosure must be made to at least one of the following:

- A Member of Congress, or representative of a Congressional committee
- An Inspector General
- The Government Accountability Office
- A federal employee responsible for contract or grant oversight or management at the relevant agency
- An official from the Department of Justice, or other law enforcement agency
- A court or grand jury
- A management official or other employee of the Subrecipient, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 48. **ANTI-KICKBACK**

Paragraph 48.0. Subrecipient shall participate in structured and on-going efforts to avoid fraud, waste and abuse (mismanagement) in any federally funded program.

Paragraph 48.1. Subrecipient shall have in place an "Employee Code of Ethics" and Board Bylaws and policies which includes provisions covering:

- Conflict of Interest
- Prohibition on use of property, information or position without approval or to advance personal interest
- Fair dealing – engaged in fair and open competition
- Confidentiality Protection and use of company assets
- Compliance with laws, rules, and regulations
- Timely and truthful disclosure of significant accounting deficiencies
- Timely and truthful disclosure of non-compliance
- Prohibition of employees (as individuals or entities), from soliciting or receiving payment in kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items
- Proof of employee background checks for staff who will be handling purchasing transactions and financial management systems

Paragraph 48.2. Subrecipients which are Medicare and Medicaid subgrantees shall have in place the required Corporate Compliance Plan.

ARTICLE 49. **CLIENT RIGHTS AND RESPONSIBILITIES**

Paragraph 49.0. Subrecipient agrees to provide notification of the agency's Clients Rights and Responsibilities to all clients rendered services in accordance with this Contract. Client files shall include an affirmation signed by the client indicating receipt of information required in this paragraph.

Paragraph 49.1. Client Rights and Responsibilities shall include at a minimum:

- Fulton County Non Discrimination Policy
- Title VI Non Discrimination Statement
- Confidentiality statement and/or HIPAA protections
- Transfer information
- Language assistance services
- Participation in service planning
- Agency rules and regulations
- Provision of services regardless of ability to pay

ARTICLE 50. **TITLE VI COMPLIANCE**

Paragraph 50.0. Subrecipient shall designate at its own expense the individual to serve as the Subrecipient's Title VI Coordinator. The Title VI Coordinator shall be the agency's representative who is responsible for the development and implementation of Subrecipient's Title VI Program.

Paragraph 50.1. The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

Paragraph 50.2. During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

> **Paragraph 50.2.a. Compliance with Regulations.** Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Paragraph 50.2.b. Nondiscrimination Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

A. **Solicitations for Subcontracts, Including Procurement of Materials and** Equipment
B. In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
C. Information and Reports
D. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.
E. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, Fulton County or The Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - Withholding of payments to the Subrecipient under the contract until the Subrecipient complies; and/or
    - Cancellation, termination, or suspension of the contract, in whole or in part.
F. Incorporation of Provisions: The Subrecipient shall include the provisions of this paragraph paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any subcontractor or procurement as Fulton Count or The Georgia Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Subrecipient may request the United States.

Paragraph 50.3. Subrecipient shall provide the following language services to inform persons with Low English Proficiency (LEP) of free services that are available. This information will be provided in a notice in a language that LEP persons will understand:

- Posting signs in areas where the public is likely to read them. These signs will be posted at the front-desk reception area to notify LEP individuals of available services and how to obtain these services.
- Stating in outreach documents (brochures, booklets, pamphlets, and flyers) that language services are available.
- Working with community-based organizations to inform LEP persons of the language assistance availability.
- Including notices in local newspapers in languages other than English.
- Providing notices in non-English language radio and television stations about the availability of language assistance services for important events.
- Using a telephone voice mail menu (if available) in the most common languages
- The vital documents that need to be translated are public involvement, financial information, public information and local assistance. The county will also consider these other vital documents that may require translation/interpretation:
    - Applications or instructions on how to participate in a program or activity or to receive benefits or services.
    - Consent forms.

ARTICLE 51. **NATIONAL MONITORING STANDARDS**

Paragraph 51.0. Subrecipient shall comply with HRSA's monitoring standards including: Part A Program Fiscal Monitoring Standards, Part A Program Monitoring Standards, and Universal Monitoring Standards (https://careacttarget.org/library/part-and-b-monitoring-standards).

ARTICLE 52. **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS**

Paragraph 52.0. As applicable, Subrecipient shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

IN WITNESS HEREOF, the parties hereto have set their hands and affixed their seals.

FULTON COUNTY, GEORGIA

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

Attest:

_____ ITEM#: _____ DATE: _____

Tonya Grier
Fulton County Clerk to the Commission

APPROVED AS TO FORM:

_____
Office of the County Attorney

APPROVED AS TO CONTENT:

_____
Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

_____
Agency Name

By: _____ _____
Typed Name Signature

_____
Title

EXHIBIT A

SERVICE CATEGORY PLAN

EXHIBIT B

APPROVED BUDGET TIED TO GOALS AND OBJECTIVES

EXHIBIT C

NON-DISCRIMINATION POLICY OF FULTON COUNTY, GEORGIA

Employment opportunities and conditions of employment shall be free from discrimination due to race, color, creed, national origin, sex, sexual orientation, religion, or disability.

Subrecipients must agree to comply with Federal and State laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, sexual orientation, or national origin.

Subrecipients must further agree to provide services without regard to ability to pay or the current or past health condition of an individual, and in settings accessible to low-income persons.

CERTIFICATION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant does comply in accordance with the above stated policy of nondiscrimination of Fulton County. The applicant further certifies that by submitting this proposal that it will include, without modification, the above stated policy in all documents relating to the programs and services provided through the funding proposed with this application.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:
TITLE OF AUTHORIZED CERTIFYING OFFICIAL:
APPLICANT ORGANIZATION:
DATE:

EXHIBIT D

Certification Regarding Debarment and Suspension, Drug-Free Workplace Requirements, Lobbying, Program Fraud Civil Remedies Act, and Environmental Tobacco Smoke

OMB Approval No. 0920-0428

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dis-pensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--
  (1) The dangers of drug abuse in the workplace;
  (2) The grantee's policy of maintaining a drug-free workplace;
  (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

(d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
  (1) Abide by the terms of the statement; and
  (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical an mental health of the American people.

SIGNATURE OF CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

EXHIBIT E

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the DavisBacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

EXHIBIT F:

COMPLIANCE WITH LEGISLATIVE MANDATES

As the duly authorized representative of Subrecipient/Subrecipient, I certify that the Subrecipient/Subrecipient:

(1) Salary Limitation:
Shall not use federal grant funds to pay the salary of an individual at a rate in excess of Executive Level II.

(2) Gun Control
Shall not use federal grant funds to advocate or promote gun control.

(3) Anti-Lobbying

A. Shall not use federal grant funds, other than for normal and recognized executive legislative relationships, for the following:
   i. For publicity or propaganda purposes;
   ii. For the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;

B. Shall not use federal grant funds to pay the salary or expenses of any employee or agent of Fulton County's Ryan White Program and its subrecipients for activities designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

C. The prohibitions in subsections A and B include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

(4) Acknowledgment of Federal Funding (Section 505)
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state:

A. the percentage of the total costs of the program or project which will be financed with Federal money;
B. the dollar amount of Federal funds for the project or program; and
C. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

(5) (6) Restriction on Abortions **and** Exceptions to Restriction on Abortions
Shall not use federal grant funds for any abortion or for health benefits coverage that includes coverage of abortion. These restrictions shall not apply to abortions (or coverage of abortions) that fall within the Hyde amendment exceptions.[3]

(7) Ban on Funding Human Embryo Research
Shall not use federal grant funds for (i) the creation of human embryos for research purposes; or (ii) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(8) Limitation on Use of Funds for Promotion of Legalization of Controlled Substances
Shall not use federal grant funds to promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

(9) Restriction on Distribution of Sterile Needles
Shall not use federal grant funds to distribute sterile needles or syringes for the hypodermic injection of any illegal drug except as may be allowed under the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), signed by President Barack Obama in December 2015 unless otherwise approved by HHS and Fulton County.

(10) Restriction of Pornography on Computer Networks
Fulton County's Ryan White Program and its subrecipients shall not use federal grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(11) Restriction on Funding ACORN
Shall not provide any federal grant funds to the Association of Community Organizations for Reform Now ("ACORN"), or any of its affiliates, subsidiaries, allied organizations, or successors. (12) Confidentiality Agreements [Health Center] shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law

[3] The Hyde Amendment exceptions include (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

enforcement representative of a Federal department or agency authorized to receive such information.

(12) Confidentiality Agreements

Shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Signature of Authorized Certifying Official	Title
Organization	DATE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0557 **Meeting Date:** 8/6/2025

Department
Department for HIV Elimination

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of "Ryan White Part A - Minority AIDS Initiative" service contracts, subject to Federal funding, for FY2025 (August 1, 2025 through February 28, 2026) in an amount not to exceed $3,070,344.00, FY2026 (March 1, 2026 through January 29, 2027) in an amount not to exceed $3,523,861.00, and FY2027 (March 1, 2027 through February 29, 2028) in an amount not to exceed $3,685,055.00 pursuant to the Health Resources and Services Administration "Ryan White Part A" award H89HA00007. Service contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A. § 36-10-1 requires all official contracts entered by the County governing authority with other persons on behalf of the County be in writing and entered on its minutes.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Agenda Item No.: 25-0557 **Meeting Date:** 8/6/2025

Scope of Work: The Department for HIV Elimination recommends approval of "Ryan White Part A - Minority AIDS Initiative" service contracts, subject to Federal funding, for FY2025 (August 1, 2025 through February 28, 2026) in an amount not to exceed $3,070,344, FY2026 (March 1, 2026 through January 29, 2027) in an amount not to exceed $3,523,861, and FY2027 (March 1, 2027 through February 29, 2028) in an amount not to exceed $3,685,055 for the provision of core medical and support services for communities most impacted by the HIV epidemic using 100% "Ryan White Part A - Minority AIDS Initiative" grant funds with no required County match. "Ryan White Part A - Minority AIDS Initiative" funding is pursuant to the Health Resources and Services Administration "Ryan White Part A" award H89HA00007. "Ryan White Part A - Minority AIDS Initiative" has a project period from 3/1/2025 through 2/28/2028. The Board of Commissioners previously approved partial FY2025 "Ryan White Part A" grant funding through item 25-0020 and item 25-0385. Subrecipients for the remainder of FY2025, FY2026, and FY 2027 were recommended by a Review Committee pursuant to 25RFP1343702B-PS. These agencies provide core medical services and essential support services for medically indigent Persons Living with HIV in the 20-county Eligible Metropolitan Area. Funds are

recommended to increase spending authority for the following subrecipients in the following amounts:

AGENCY	FY2025	FY2026	FY2027
Grady Health System	$ 2,884,9	$ 3,229,1	$ 3,380,6
Open Hand Atlanta, Inc.	$ 185,43	$ 294,71	$ 304,4
TOTAL	$ 3,070,34	$ 3,523,86	$ 3,685,0

Community Impact: "Ryan White Part A - Minority AIDS Initiative" funding will support essential core and support services for Persons Living with HIV (PLWH) to the most impacted communities in the Eligible Metropolitan Area to improve health outcomes of Persons Living with HIV and decrease the number of new HIV cases. All services have as their main goal increased viral suppression rates.

Department Recommendation: The Department for HIV Elimination recommends approval of "Ryan White Part A - Minority AIDS Initiative" service contracts, subject to Federal funding, for FY2025 (August 1, 2025 through February 28, 2026) in an amount not to exceed $3,070,344, FY2026 (March 1, 2026 through January 29, 2027) in an amount not to exceed $3,523,861, and FY2027 (March 1, 2027 through February 29, 2028) in an amount not to exceed $3,685,055.

Project Implications: No change in County budget. These contracts are 100% grant-funded with no County match.

Community Issues/Concerns: Were contracts not to be approved "Ryan White Part A" core medical and support services would cease.

Department Issues/Concerns: Were contracts not approved, there would be an interruption of core medical and support services for Persons Living with HIV in the 20-County area.

Fiscal Impact / Funding Source

Funding Line 1:

461-270-R255

THE RYAN WHITE
HIV/AIDS TREATMENT EXTENSION ACT
PART A GRANT

FY2025, FY2026, and FY2027 Atlanta Eligible Metropolitan Area Agreement

THIS AGREEMENT, entered into this 1st day of March 2025 through the 28th day of February 2028 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 Choose an item. (hereinafter referred to as "Subrecipient"). THIS Agreement shall be referenced as RW25-27-001 – any future amendments will be numbered sequentially.

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the Ryan White Part A funds for the 20-County Atlanta Eligible Metropolitan Area ("**EMA**"), as defined in:

- Public Health Service Act, Title XXVI, Section 2603b
- Public Health Service Act Section 2603(b), 42 U.S.C 300ff-13(b)
- FY 2007 Title XXVI of the PHS Act, 42 U.S.C. section 300-ff-11 et seq. (as amended), Part A
- Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)
- Public Health Service Act, Sections 2601-2610
- Public Health Service Act, Sections 2601-2610 (42 USC 300ff-11 – 300ff-20), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)
- Public Health Service Act, Sections 2601-2610, and 2693(b)(2)(A) (42 USC 300ff-11 – 300ff-20, and 300ff-121(b)(2)(A)), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)

(hereinafter referred to as "**Ryan White HIV/AIDS Program**" or **"RWHAP"),** through the Chairman of the Board of Commissioners of Fulton County, has been awarded grant funds under Part A of the Ryan White Program and pursuant to Item #24-0529 (08/21/2024).

WHEREAS, the County, has recommended funding to Subrecipient to facilitate the approved program for a total not to exceed **$ Amount of Award** subject to federal funding availability and disbursement.

WHEREAS, pursuant to RFP 25RFP1343702B-PS, the County has requested, received and reviewed proposals from eligible public and private non-profit health and support service providers in the Atlanta EMA which deliver or enhance HIV-related ambulatory care and support services.

WHEREAS, Subrecipient has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

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

ARTICLE 1. **CONTRACT DOCUMENTS**

Paragraph 1.0. County hereby engages Subrecipient, and Subrecipient hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- EXHIBIT A: Service Category Plan
- EXHIBIT B: Approved Budget tied to Goals and Objectives
- EXHIBIT C: Non-Discrimination Policy of Fulton County, Georgia
- EXHIBIT D: Certifications – PHS-5161-1
- EXHIBIT E: Assurances – Non-Construction Programs (SF 424B)
- EXHIBIT F: Compliance with Legislative Mandates
-

Paragraph 1.1. The following documents are incorporated herein by reference:

- Fulton County Ryan White Part A Program, "***DHE Manual of Policies and Procedures***" which contains a series of Programmatic Policy and Procedure Notices (PPPN), Fiscal Policy and Procedure Notices (FPPN), and Recipient Policy and Procedure Notices (RPPN) which are available at: www.endhivatl.org 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
- 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Request for Proposal Number: 25RFP1343702B-PS
- HRSA Conditions of Award
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Program – Part A[1]
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Fiscal – Part A[1]
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal – Part A and B (Covers Both Fiscal and Program Requirements)[1]

Paragraph 1.2. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

[1] https://targethiv.org/searches?search=National+Monitoring+Standards

Paragraph 1.3. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders/budget revisions, 5) the exhibits, and 6) portions of Subrecipient's proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. **SEVERABILITY**

Paragraph 2.0. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **SUBRECIPIENT SERVICES**

Paragraph 3.0. The County retains Subrecipient and Subrecipient accepts retention by the County to render services as made part of this Contract by reference and attached hereto as EXHIBIT A 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, as well as Executive Orders.

Paragraph 3.1. Subrecipient represents and the County acknowledges that it will assign and designate Subrecipient to render the services defined and required herein.

Paragraph 3.2. Subrecipient represents that Click or tap here to enter text. is authorized to bind and enter into Contract on behalf of Subrecipient.

Paragraph 3.3. Subrecipient represents that it is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c) (3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 3.4. Subrecipient 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.

ARTICLE 4. **SCOPE OF DUTIES**

Paragraph 4.0. Upon execution of this Agreement, Subrecipient shall commence providing HIV-related health and support services in accordance with the priorities established by the Metropolitan Atlanta HIV Health Services Planning Council and with the goals and objectives approved by the County which are described in EXHIBIT A.

Paragraph 4.1. Unless modified in writing by both parties in the manner specified in the agreement, duties of Subrecipient shall not be construed to exceed those services specifically set forth herein. Subrecipient agrees to provide all services, products, and data and to perform all tasks described in

EXHIBIT A and EXHIBIT B.

ARTICLE 5. **MODIFICATIONS**

Paragraph 5.0. This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this Agreement will be valid unless in writing and executed by the County and the Subrecipient, except as provided below.

Paragraph 5.1. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination (DHE) or his or her designee and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 5.2. The Director, DHE is hereby authorized to approve and execute Ryan White contract modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

ARTICLE 6. **CONTRACT TERM**

Paragraph 6.0. This agreement is effective on March 1, 2025 for a term expiring on February 28, 2028.

Paragraph 6.1. Commencement Term. The "Commencement Term" of this Agreement shall begin on March 1, 2025 the starting date, and shall end absolutely and without further obligation on the part of the county on the 28th day of February 2028. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement.

ARTICLE 7. **COMPENSATION FOR SERVICES**

Paragraph 7.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A and EXHIBIT B herein shall be performed by Subrecipient for an allocation of RWHAP, Part A funds, in an amount not to exceed $ total award amount. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1. The award amount includes $.$$ in contingency funding which is held in abeyance and is not available to the Subrecipient unless or until written notification from has been received from the Director, DHE authorizing the use of these funds. Authorization to expend abeyance funds shall be at the discretion of the Director, DHE.

Paragraph 7.2. The budget attached to Contract in EXHIBIT B is a complete, approved budget for expenditures of all RWHAP Part A 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 7.3. The budget total may not be exceeded; however, a plus or minus deviation of 10%

within budget categories (i.e. personnel, supplies) and within priority category is authorized.

ARTICLE 8. **GENERAL SUBRECIPIENT REQUIREMENTS**

Paragraph 8.0. Subrecipient agrees that it will participate in a community-based continuum of care which is defined as: *A term which encompasses the comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psychosocial service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual's or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of care.*

Paragraph 8.1. DHE has implemented an integrated cloud-based data management system for: tracking all individuals who receive services supported by Part A funds, contracting, reporting, subrecipient reimbursement, quality management, evaluating client satisfaction, client eligibility documentation records management, and a client portal through a system known as e2Fulton. Subrecipient will be expected to utilize e2Fulton.

Paragraph 8.2. In order to comply with the participation requirements, including reporting of all required variables for Ryan White Services Report (RSR), Subrecipient shall directly enter data using the most current version of e2Fulton or be able to import required data into the most current version of e2Fulton (Reference ***PPPN-006 Use of e2Fulton in Documenting Eligibility***).

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Paragraph 8.3. In order to comply with the participation requirements, including reporting of all required variables for Ryan White Services Report (RSR), Subrecipient shall directly enter data using the most current version of e2Fulton or be able to import required data into the most current version of e2Fulton.

Paragraph 8.4. In order to reduce the administrative burden to clients and Subrecipients of collecting and maintaining client Ryan White eligibility documents, Subrecipient agrees to participate in the uploading, updating, and sharing of client eligibility documents via e2Fulton.

In order to obtain client consent for the sharing of such documentation Subrecipient will obtain client consent using the form developed by the Department for HIV Elimination and available at www.endhivatl.org. Once e2Fulton's client level database is fully operational the consent must be uploaded into e2Fulton before a client's service data can be entered.

Paragraph 8.5. Any Business Associates Agreements pursuant to **Paragraph 24 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance** must be entered into by September 1 in FY2025 and May 1 in subsequent years.

Paragraph 8.6. The Subrecipient will be responsible for entering line-item budgets by priority service category (as approved through the proposal review and budget negotiations), and service units into e2Fulton by September 21 in FY 25 and May 21 in subsequent years. Any budget revision requests

must be made using the DHE form and be submitted via e2Fulton.

Paragraph 8.7. The subrecipient shall submit all required programmatic, fiscal, and quality management reports via e2Fulton.

Paragraph 8.8. Subrecipient agrees to undertake and maintain quality management program(s) and quality service indicators for each Part A funded service provided to ensure that persons living with HIV disease, who are eligible for treatment and health related support services, get those services and that the quality of those services meet certain approved criteria (i.e., Eligible Metropolitan Area (EMA) adopted service standards of care, Public Health Service (PHS) treatment guidelines). (Reference ***PPPN-033 Quality Improvement***.)

The Subrecipient's annual Quality Management Plan shall be submitted via e2Fulton no later than October 1 in FY25 and July 1 in subsequent years.

Through quality management efforts, Subrecipient should be able to identify problems in service delivery that impact health-status outcomes at the client and system levels. As part of the County's site visit protocols and other monitoring efforts, Subrecipient shall be required to provide documentation that such program/systems are in use. (Reference ***PPPN-033 Quality Management Site Visits***.)

Paragraph 8.9. Subrecipient agrees to comply with approved Atlanta EMA Standards of Care for services. Staff training on Standards of Care related to their positions shall take place within ninety (90) days of contract date, within ninety (90) days of written notification of Standards of Care, within thirty (30) days of new employee hire date, and at least annually thereafter for all relevant staff.

Paragraph 8.10. Subrecipient agrees to administer and/or facilitate client participation in the EMA's program-wide standardized client satisfaction surveys to monitor the quality of the services provided and to measure the level of consumer satisfaction.

Paragraph 8.11. Subrecipient agrees to administer and/or facilitate and/or advertise client participation in the EMA's Needs Assessment to identify barriers and gaps in services and that will lead to the development of a continuous quality improvement system.

Paragraph 8.12. Subrecipient agrees to implement and maintain a Consumer Advisory Board to obtain input from clients in the design and delivery of services. Subrecipient shall provide, with each quarterly report, documentation of Consumer Advisory Board meetings, membership, and minutes.

Paragraph 8.13. If Subrecipient receives funding for the provision of Outpatient/Ambulatory Health Services under this contract, Subrecipient shall be expected to meet the OAHS Expectations set forth in Appendix V of the Part A Request for Proposals including rapid initiation of ART and rapid reinitiation of ART.

Paragraph 8.14. Subrecipient agrees that in the performance of the Agreement, it will comply with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other

entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

Paragraph 8.15. Subrecipient agrees 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:

- Estimated average cost of providing each category of HIV-related services provided with Part A funds and the extent to which such costs were paid by third-party payers;
- Estimated number of units of service for each category of HIV-related services provided with Part A funds;
- Estimated cost of providing a unit of service under each category of HIV-related services provided with part A funds.

Paragraph 8.16. Any Subrecipient receiving Minority AIDS Initiative funding shall establish and maintain a system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 8.17. Subrecipient agrees to assign at its own expense one individual to serve as the Fiscal Designee to serve as its representative on all financial matters related to this Contract. The Fiscal Designee may not also serve as the Programmatic Designee in Paragraph 8.18.

Paragraph 8.18. Subrecipient agrees to assign at its own expense one individual to serve as the Programmatic Designee to serve as its representative on all programmatic matters related to this Contract. The Programmatic Designee may not also serve as the Fiscal Designee in Paragraph 8.17.

Paragraph 8.19. Subrecipient agrees to assign at its own expense one individual to serve as the Data Designee to serve as its representative on all data and information technology matters related to this Contract.

Paragraph 8.20. Subrecipient agrees to assign at its own expense one individual to serve as the Quality Management Designee to oversee all quality management activities and attend quality management meetings.

Paragraph 8.21. Subrecipient agrees to designate an individual to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Comprehensive Plan Committee and processes.

Paragraph 8.22. Subrecipient agrees to designate an individual to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Assessment Committee and processes and Quality Management processes.

Paragraph 8.23. Subrecipient agrees to designate an individual to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Quality Management Committee and processes.

Paragraph 8.24. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.23. shall be provided to County at the time the contract signed by the duly authorized individual is returned to the County for signature and processing. The Subrecipient will be responsible for entering name(s) of designee(s) referenced in Paragraphs 8.1-8.4 into e2Fulton by September 1 in FY25 and June 1 in subsequent years... Notification of changes in the individual(s) serving as the designees shall be provided in e2Fulton no later than 14 days after the change.

Paragraph 8.25. Subrecipient 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.

Paragraph 8.26. Any Subrecipient receiving Part A funds to develop, purchase or distribute health education materials (e.g., brochures) must have prior approval by the County for each item.

Paragraph 8.27. In the provision of services under this contract, Subrecipient will comply with Ryan White Part A quality management standards and measures. The purpose of the Ryan White Part A quality management standards and measures is to ensure that a uniformity of service exists in the Atlanta Eligible Metropolitan Area (EMA) such that the consumers of a service receive the same quality of service regardless of where the service is provided. If an agency is unable to meet a particular standard, the agency must document why the standard was unable to be met and explain the steps it is taking to meet that standard.

Paragraph 8.28. QUARTERLY PROGRAMMATIC REPORTS. Subrecipient agrees to provide 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 RWHAP and other applicable regulations (reference ***PPPN-055 Quarterly Reports***). Quarterly programmatic reports shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served. Quarterly programmatic reports must be submitted via e2Fulton not later than the 20thth business day after the close of each quarter. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time. Quarterly programmatic reports must use the DHE forms and be signed by Subrecipient's approved Programmatic, Fiscal and Data Designees.

Paragraph 8.29. Subrecipient shall provide County with projected spending plans as detailed in ***FPPN-002: Budget Spend Plan***.

Paragraph 8.30. If appropriate, the Subrecipient shall implement a sliding fee scale policy in conformance with ***FPPN-020 Imposition of Charges, Fee Schedule*** and ***FPPN-021 Cap on Client Charges*** incorporated herein by reference.

The schedule of charges must be displayed in a conspicuous location(s) available to clients.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that any fees charged for Part A services must be in accordance with the provision of the RWHAP, Section 2605 (e) as described in ***FPPN-020 Imposition of Charges, Fee Schedule*** and ***FPPN-021 Cap on Client Charges***.

Paragraph 8.31. Subrecipient agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all Ryan White Providers' Meetings.

Paragraph 8.32. Subrecipient agrees to participate in regular progress officer calls and webinars which are designed to provide valuable technical assistance to Subrecipient, discuss areas of concern, and gather additional information.

Paragraph 8.33. Subrecipient is strongly encouraged to utilize the services of a qualified accountant to ensure fiscal policies, procedures, and practice comply with the requirements of the Uniform Guidance and Ryan White legislation and regulations.

Paragraph 8.34. As the Prime Awardee, Fulton County is required to provide the following information for any federal reports required by Subrecipient:

1. Federal Awarding Agency: U.S. Department of Health and Human Services (HHS) - Health Resources and Services Administration (HRSA)
2. Pass-Through Entity: Fulton County Government, Board of Commissioners, 141 Pryor Street, SW, Atlanta, GA 30303
3. CFDA Number and Title: 93.914—HIV Emergency Relief Project Grants
4. Project Description: Part A of the Ryan White HIV/AIDS Treatment Extension Act of 2009 provides direct financial assistance to Eligible Metropolitan Areas that have been the most severely affected by the Human Immunodeficiency Virus (HIV) epidemic to enhance access to a comprehensive, effective and cost efficient continuum of high quality, community-based care for low-income individuals and families with HIV and to strengthen strategies to reach minority populations. A comprehensive continuum of care includes the 13 core medical services specified in legislation and appropriate support services that assist People Living With HIV/AIDS (PLWH/A) in accessing treatment for HIV/AIDS infection that is consistent with the Department of Health and Human Service (HHS) Treatment Guidelines. Comprehensive HIV/AIDS care beyond these core services may include supportive services that meet the criteria of enabling individuals and families living with HIV/AIDS to access and remain in primary medical care to improve their medical outcomes.

ARTICLE 9. **INVOICING AND PAYMENT**

Paragraph 9.0. Using e2Fulton, Subrecipient shall electronically submit for reimbursement for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the

costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Paragraph 9.1. Subrecipient agrees to electronically submit for reimbursement via the Electronic Contract Management (ECM) module of e2Fulton for the previous month's expenses not later than the 20th business day of each month with four exceptions:

1. Fulton County shall advance payment to Subrecipient to allow for adequate cash flow to implement services as described in ***FPPN-009: Advance Payment to Subrecipients***. Reconciliation of this amount must occur as expeditiously as possible. If an advance has been provided, the agency's reimbursement in the next month shall be reduced by the amount of the advance. In the event that the actual reimbursable expenses in the first month did not exceed the amount of the advance, the remainder shall be reduced from the second month's payment. In the event that the actual reimbursable expenses in the second month do not exceed the amount of the reminder of the advance, the agency shall remit payment to the County for the remainder due.
2. The first reimbursement submission shall be entered no later than 45 business days after contract effective date;
3. Unless otherwise approved by the Director, the February reimbursement submission shall be the final reimbursement submission.
4. The November reimbursement submission may be entered in two parts **if approved by the Director**:
    A. A pre-bill may be submitted in November prior to the date at which the Fulton County Finance Department shuts down to allow for year-end closeout (the actual date shall be provided to the Subrecipient once announced by the Finance Department). Subrecipient may pre-bill for regular monthly expenditures (e.g. salary, fringe, and rent) at an amount equal to 1/12th of the line item.
    B. Another November submission would then be made by the 20th business day of December. This submission would be for the remainder of expenditures accrued in November.

Paragraph 9.2. Failure to submit reimbursement requests according to the timelines may be considered a breach of this Contract allowing the County to terminate this agreement in addition to any other right to which the County may be entitled. The Department for HIV Elimination reserves the right to reduce, reallocate or terminate funds for failure by the Subrecipient to achieve fiscal and/or program objectives as outlined in EXHIBIT A and EXHIBIT B, in a timely manner.

Late submissions received in e2Fulton after the first calendar day of the month may not be paid until the last day of the following month.

Paragraph 9.3. Under the terms of the Uniform Guidance, Fulton County undertakes a risk assessment for each subrecipient and proposed subrecipient. Fulton County's Risk Assessment, along with DHE records, will determine the frequency with which supporting documentation must be submitted to support a funding request. In ALL instances original documentation must be maintained on site and be available for audit as set forth in ARTICLE 35. **AUDITS AND INSPECTORS.**

Risk Category	Frequency of Submitting Supporting Documentation
Low	Documentation to support each request must be maintained by agency by month and be available to DHE during site visits.
Moderate	Provide ALL supporting quarterly: May invoice, August invoice, November invoice, February. Documentation to support each request must be maintained by agency by month and be available to DHE during site visits.
High	Provide ALL supporting documentation every month.
New Subrecipient	Provide ALL supporting documentation every month.

DHE Project Officers will notify subrecipients of their risk category at the beginning of a grant year or contract period and more frequently should the category change.

Paragraph 9.4. Subrecipient agrees to maintain and submit, as indicated, the necessary supporting documentation to verify the cost in the Reimbursement Request as detailed in ***DHE Manual of Policies and Procedures*** and ***PPPN-013: Cumulative Contract Expenditure Reports***.

Paragraph 9.5. Under the uniform administrative requirements, to the extent available, subrecipients must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments from the Grantee (recipient).[2]

Each monthly invoice must be accompanied by a table which indicates Total Cost for each line item, Amount Paid by Third Party Payer, and the Remainder to be charged to RWPA or EHE. The subrecipient must attest that those funds were used before requesting reimbursement from DHE. See ***DHE FPPN-011 Program Income***.

Paragraph 9.6. The first invoice must be accompanied by the subrecipient's projected program income for the fiscal year to include how much program income is anticipated, from what sources and how subrecipient intends to expend the funds, as these funds must be used before requesting additional cash payments from RWPA or EHE.

Paragraph 9.7. Additional items which must be submitted with the first Reimbursement Request are described in ***PPPN-013***.

Paragraph 9.8. Additional items which must be submitted with the February Reimbursement Request are described in ***PPPN-013***.

Paragraph 9.9. Payment of Subcontractors/Suppliers: The Subrecipient must certify in writing that all subcontractors of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime

[2] 45 CFR § 75.305(b)(5).

Subrecipient shall pay all subcontractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Paragraph 9.10. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all Part A and/or MAI funds until such documentation has been satisfactorily submitted.

Paragraph 9.11. If, in the County's opinion, the Subrecipient 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 Part A payments until such time that the errors have been corrected.

Paragraph 9.12. In order to ensure the availability of services to Ryan White clients throughout the contract period, monthly charges shall not exceed one-twelfth of any awarded line-item amount unless otherwise preapproved by the assigned DHE Project Officer.

Paragraph 9.13. County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Paragraph 9.14. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit via direct deposit Subrecipient payments called for under this Agreement after receipt of a correct reimbursement submission and required documentation which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 9.15. Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) business days of Its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

Paragraph 9.16. Parties hereto expressly agree that the above contract terms shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Paragraph 9.187 It is the Subrecipient's duty to register with the County for direct deposit prior to the submission of the first invoice of a grant year.

ARTICLE 10. **FUNDING EXCLUSIONS AND RESTRICTIONS**

Paragraph 10.0. Subrecipient shall use funds in accordance with federal requirements and shall not use Part A funds for unallowable costs including those listed herein, in the "***DHE Manual of Policies and Procedures***" incorporated herein by reference and available at www.endhivatl.org ***PPPN-004: Funding Exclusions and Restrictions*** " incorporated herein by reference and available at www.endhivatl.org, and in the RFP incorporated herein by reference.

Paragraph 10.1. Subrecipient agrees that RWHAP Part A and MAI funds will not be used to supplant or replace state and local HIV-related funding or in-kind resources expended by Subrecipient for HIV-related services during the contract period beginning March 1, 2025 and ending February 28, 2028.

Paragraph 10.2. Subrecipient agrees that RWHAP Part A and MAI funds may not be used to purchase or improve land or to purchase, construct or make permanent improvements to any building, except for minor remodeling as specifically approved in Subrecipient budget.

Paragraph 10.3. Subrecipient agrees that RWHAP Part A and MAI funds may not be used to make payments to recipients of services. Subrecipient shall maintain documentation that all provider staff have been informed of policies that forbid use of Ryan White funds for cash payments to service recipients.

Paragraph 10.4. Subrecipient agrees that RWHAP Part A and MAI funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third-party benefits program or by an entity that provides services on a prepaid basis.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that direct that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Paragraph 10.5. Subrecipient agrees that no funds will be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.

Paragraph 10.6. Subrecipient agrees that no funds will be used for the purchase of vehicles without written County approval based upon prior approval from HRSA.

Paragraph 10.7. Subrecipient agrees that no funds will be used for non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.) or for broad scope awareness activities about HIV services that target the general public.

Paragraph 10.8. Subrecipient agrees that no funds will be used for influencing or attempting to

influence members of Congress and other Federal personnel.

Paragraph 10.9. Subrecipient agrees that no funds will be used for outreach activities that have HIV prevention education as their exclusive purpose.

Paragraph 10.10. Subrecipient agrees that no funds awarded under this contract will be used for foreign travel.

Paragraph 10.11. Subrecipient agrees that no funds awarded under this contract shall be used to support employment, vocational, or employment-readiness services.

Paragraph 10.12. Subrecipient agrees that no funds awarded under this contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless otherwise preapproved by HRSA.

Paragraph 10.13. Subrecipient agrees than no RWHAP Part A or MAI funds awarded under this contract shall be used to support the portion of any space, expenses, or staff position **not** devoted to RWHAP activities.

Paragraph 10.14. Subrecipient agrees than no RWHAP Part A funds or MAI funds awarded under this contract shall be used for purchase of equipment costing $25,000 without prior written approval by the County based upon prior approval by HRSA.

Paragraph 10.15. Subrecipient agrees that RWHAP Part A or MAI funds awarded under this contract shall not be used for inpatient case management services that prevent unnecessary hospitalization or that expedite discharge, as medically appropriate, from inpatient facilities.

Paragraph 10.16. Subrecipient agrees that no RWHAP Part A or MAI funds awarded under this contract shall be used for the following activities or to purchase these items:

- Clothing
- Funeral, burial, cremation or related expenses
- Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied)
- entertainment costs; this includes the cost of amusements, social activities, and related incidental costs
- Household appliances
- Pet foods or other non- essential products
- Off-premise social/recreational activities or payments for a client's gym membership
- PrEP or nPEP medications or primary care services, as the person using PrEP or nPEP is not living with HIV, and therefore is not eligible for Ryan White funded medications
- Out-of-state travel, research projects, clinical trials, or fund raising activities (including salaries, supplies, etc.)

Paragraph 10.17. Voucher and store gift card programs shall be administered in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services (funds may not be used for the purchase of alcohol, tobacco products, or firearms). General-use prepaid cards that are cobranded with the logo of a payment

network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and are not allowable.

Paragraph 10.18. Subrecipient shall spend no more than 10% of the Part A amount awarded under this contract for administrative costs, including federally approved indirect cost or government authorized cost allocation plan. Administrative costs include rent, utilities, facility costs along with costs of management oversight including program coordination; clerical, financial, and management staff not directly related to patient care; program evaluation, liability insurance, audits; and equipment not directly related to patient care. The combined total of indirect costs and administrative costs cannot exceed 10% of the agency award. **(Including those listed herein and in the "DHE Manual of Policies and Procedures" and *PPPN-013: 10% Administrative Cap*)**

Paragraph 10.19. Subrecipient is expected to maintain documentation of the following which shall be made available to DHE and HRSA upon request and during Ryan White Part A site visits:

- Document, through job descriptions and time and effort reports, that the administrative activities are charged to administration of the activities under this contract and cost no more than 10% of the total grant amount
- Document that no activities defined as administrative in nature are included in other Part A budget categories
- If using indirect cost as part or all of its 10% administration costs, obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs
- Written procedures, allocation journals, and/or manuals should explain the methodology used to allocate and track RWHAP costs, including direct service costs and administrative costs. The allocation journal should contain written procedures that are easy to follow and can be "re-performed" by an auditor.

ARTICLE 11. **PERSONNEL**

Paragraph 11.0. Subrecipient shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Subrecipient on all manners pertaining to this contract. Subrecipient represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Subrecipient under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Paragraph 11.1. Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s) or designee(s), listed key personnel or Sub-Subrecipient performing services on this Project by Subrecipient. No changes or substitutions shall be permitted in Subrecipient's key personnel or Subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or Subcontractors will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

Paragraph 12.0. If, through any cause, Subrecipient shall fail to fulfill its obligations under this Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of this Agreement are violated by Subrecipient, the County shall thereupon have the right to suspend the Contract in whole or in part.

Paragraph 12.1. Suspension Notice: Should the County exercise its right to suspend this Agreement under the provisions of this paragraph, the suspension shall be accomplished in writing and shall specify the reason and effective date. Upon receipt of a suspension notice, the Subrecipient must, unless the notice requires otherwise:

1. Immediately discontinue suspended services on the date and to the extent specified in the notice;
2. Shall not incur obligations after date of notice until such time that the Subrecipient has received written notice by the County that the suspension has been revoked and obligations may resume;
3. Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
4. Take any other reasonable steps to minimize costs associated with the suspension.

Paragraph 12.2. Notice to Resume: Upon receipt of notice to resume suspended services, the Subrecipient will immediately resume performance under this Agreement as required in the notice.

Paragraph 12.3. In lieu of suspension, the County may withhold the payment of reimbursement requests until provisions or stipulations in question are cured to the County's satisfaction.

ARTICLE 13. **DISPUTES**

Paragraph 13.0. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Department for HIV Elimination. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Subrecipient. The Subrecipient shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Subrecipient shall proceed diligently with performance of the Agreement and in accordance with the decision of the Office of the Internal Audit's designated representative.

ARTICLE 14. **GRIEVANCE PROCEDURES**

Paragraph 14.0. Subrecipient agrees to have in place a grievance process by which client complaints against the agency with respect to Part A funded services might be addressed. A copy of the Subrecipient's grievance process must be submitted with the first request for reimbursement for services under this Agreement unless a copy of Subrecipient's Grievance Procedures has been submitted in the last two years.

Paragraph 14.1. Subrecipient agrees to provide notification of the Grievance Procedures of the Subrecipient to all clients for rendered services in accordance with this Contract and such provision of information shall be documented within the files of the agency.

Paragraph 14.2. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.

ARTICLE 15. **TERMINATION**

Paragraph 15.0. This contract shall terminate no later than 11:59 p.m. on February 28, 2028.

Paragraph 15.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Reimbursement Request not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Subrecipient shall not incur obligations after date of notice to County.

Paragraph 15.2. If for any reason the Subrecipient is unable to render the approved services, the Subrecipient must notify the County in writing within five (5) days of the decision to allow ample time to develop a contingency plan to address the loss of the services.

ARTICLE 16. **TERMINATION OF AGREEMENT FOR CAUSE**

Paragraph 16.0. Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

Paragraph 16.1 Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Paragraph 16.2. TIME IS OF THE ESSENCE and if the Subrecipient refuses or fails to perform the work as specified in **EXHIBIT A and EXHIBIT B** and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

Paragraph 16.3. The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished

documents prepared by Subrecipient under this Agreement to the County.

Paragraph 16.4. Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

Paragraph 16.5. Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Subrecipient to complete the project.

ARTICLE 17. **TERMINATION FOR CONVENIENCE OF COUNTY**

Paragraph 17.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Paragraph 17.1. If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 18. **WAIVER OF BREACH**

Paragraph 18.0. The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 19. **INDEPENDENT CONTRACTOR STATUS**

Paragraph 19.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent Subrecipient between the County and Subrecipient. Under no circumstances shall Subrecipient, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 19.1. Subrecipient acknowledges that its directors, officers, employees, agents and assigns shall have no right or redress pursuant to the Personnel Rules and Regulations of Fulton County.

ARTICLE 20. **ASSURANCES AND CERTIFICATIONS**

Paragraph 20.0. Subrecipient agrees to comply with federal and state laws, rules,regulations, and Executive Orders, as well as the County's policy relative to nondiscrimination in client and client

service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. Subrecipient shall notify current clients and all other individuals presenting for services provided through Part A funds of this nondiscrimination policy.

Paragraph 20.2. Subrecipient agrees to provide services without regard to an individual's ability to pay and current or past health condition. Subrecipient shall have billing, co-pay, and collection policies and procedures that do not:

- Deny services for non- payment
- Deny payment for inability to produce income documentation
- Require full payment prior to service
- Include any other procedure that denies services for non-payment

Subrecipient shall maintain documentation that all provider staff have been informed of these requirements.

Paragraph 20.3. Subrecipient agrees to comply with federal certifications regarding debarment and suspension, drug-free workplace requirements, Program Fraud Civil Remedies Act, and environmental tobacco smoke described in PHS-5161-1 and included as Attachment E. EXHIBIT E shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.4. Subrecipient agrees to comply with federal "Assurances - Non-Construction Programs" (Standard Form 424B) incorporated as EXHIBIT F. EXHIBIT F shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.5. Subrecipient agrees that federal prohibitions and requirements related to lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Paragraph 20.6. Subrecipient acknowledges that the County discourages the employment of the relatives by blood or marriage of Subrecipient or its employees. Such relationship shall not be an automatic barrier to hiring but shall require the Subrecipient to obtain the written approval of the County. Willful and intentional failure to disclose such a relationship, including such relationships which might pre-exist this contract, may be cause for suspension or termination of this contract. This requirement shall not be construed to convert the Subrecipient into an employee of the County. Subrecipient remains an independent contractor/subrecipient as is set forth in Article 19 hereof.

Paragraph 20.7. APPLIES TO FULTON COUNTY AND DEKALB COUNTY ONLY: Subrecipient will maintain HIV-related expenditures at a level that is at least equal to and not less than the level of such expenditures by the subrecipient for the one-year period preceding the fiscal year covered by this contract. HIV related expenditures for this purpose will be those expenditures for HIV core medical and support services by the local health department (Board of Health) and local jail received from a covered jurisdiction's general fund budget. Subrecipient will use the DHE designated system for consistently tracking and reporting on HIV-related expenditure data for core medical and support services from year-to-year.

Paragraph 20.8. Services will be provided in settings accessible to low-income persons with HIV

disease. Subrecipient shall ensure that the setting is accessible by public transportation or shall provide transportation assistance.

Paragraph 20.9. Subrecipient shall comply with Americans with Disabilities Act requirements.

Paragraph 20.10. The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (the National CLAS Standards) are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Subrecipient shall integrate the principles and activities of culturally and linguistically appropriate services in accordance with National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.
Refer to: http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf

Paragraph 20.11. Subrecipient agrees to comply with federal Legislative Mandates set forth in the most current Consolidated Appropriations Act. EXHIBIT G. shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2 and returned to the County.

ARTICLE 21. **ACCURACY OF WORK**

Paragraph 21.0. Subrecipient 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 Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient 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 Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 22. **REVIEW OF WORK**

Paragraph 22.0. 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 Subrecipient, 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 Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 22.1. County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Subrecipient until Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

Paragraph 22.2. Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff. Subrecipient 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. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 22.3. Subrecipient 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. Subrecipient 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. Subrecipient 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.

ARTICLE 23. **INDEMNIFICATION**

Paragraph 23.0. Article 23 does not apply to local health departments or other governmental entities including the State of Georgia's Department of Public Health.

Paragraph 23.1. Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Subrecipient, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise, in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Paragraph 23.2. Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Paragraph 23.3. Subrecipient further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Paragraph 23.4. These indemnity provisions are for the protection of the County indemnities only

and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 24. CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

Paragraph 24.0. The Subrecipient agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Subrecipient further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

Paragraph 24.1. Subrecipient shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

Paragraph 24.2. Both parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as the same may be amended and supplemented from time to time (collectively referred to herein as “HIPAA”).

Paragraph 24.3. The parties recognize a common goal of securing the integrity of all individually identifiable health information and according that information the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts in that regard. All individually identifiable health information (including information related to patients/clients whose identities may be ascertained by the exercise of reasonable effort through investigation or through the use of other public or private databases) shall be treated as confidential by the parties in accordance with all federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each party is subject to it, HIPAA. The parties agree to take such additional steps and/or to negotiate such amendments to this Agreement as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

Paragraph 24.4. Subrecipient, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for Subrecipient to comply with the HIPAA laws shall be borne by Subrecipient. All HIPAA compliance dates must be satisfied and Subrecipient must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by County's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the County upon request. Subrecipient is required to fully cooperate with any and all audits, reviews and investigations conducted by County, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

Paragraph 24.5. Subrecipient, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the Department for HIV Elimination (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

Paragraph 24.6. In the course of undertaking the Scope of Work in this Agreement, Subrecipient will be sharing individually identifiable health information with the Department for HIV Elimination. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with Fulton County by on behalf of the Department for HIV Elimination.

Paragraph 24.7. In the course of undertaking the Scope of Work in this Agreement, Subrecipient may work with agencies and entities that are subrecipients of funding via Fulton County HIV grants and have access to individually identifiable health information. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

Paragraph 24.8. Subrecipient is responsible for obtaining client consent for the sharing of PHI with the Department for HIV Elimination and other subrecipients of Part A funding.

ARTICLE 25. **CONFIDENTIALITY OF WORK**

Paragraph 25.0. Each party may disclose to the other party information that is confidential or proprietary "Confidential Information". Confidential Information includes information and materials related to the business, affairs and/or procedures of the disclosing party, or to the designs, programs, flowcharts and documentation of the disclosing party's information technology, whether or not owned by that party.

The party receiving Confidential Information will not, and will cause each of its employees, agents, subcontractors and affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party or to any employee, agent, subcontractor or Affiliate other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, Subrecipient recognizes the County's obligation to comply with Georgia's Open Records requirements.

Paragraph 25.1. The Subrecipient shall maintain the confidentiality of all reports, information, or data, furnished to, or prepared by, the Subrecipient under this Agreement, unless such information is: a) previously known to the Subrecipient; b) generally available to the public; c) subsequently disclose to the Subrecipient by a third-party who is not under an obligation of confidentiality with the County; or, d) independently developed by the Subrecipient.

Before publishing or presenting any of these reports, information, or data, the Subrecipient shall obtain the prior written consent of the Director, Department for HIV Elimination. The Subrecipient shall inform its officers, directors, employees, and agents of the requirements of this section and shall enforce compliance with these requirements by its officers, directors, employees, and agents.

Paragraph 25.2. It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

Paragraph 25.3. This Article survives the expiration or earlier termination of this agreement.

ARTICLE 26. **OPEN RECORDS ACT**

Paragraph 26.0. The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 business hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 27. **PUBLICITY**

Paragraph 27.0. Subrecipient agrees that any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Subrecipient, shall not identify the County as a sponsoring agency without prior approval. In addition, the Subrecipient shall not display the County name or logo in any manner, including, but not limited to, display on Subrecipient's letterhead or physical plant without the prior written authorization of the County.

ARTICLE 28. **INTANGIBLE PROPERTY**

Paragraph 28.0. Except as otherwise provided in terms and conditions of this Contract, the subrecipient or the County is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Contract. Should any copyright materials be produced as a result of this Contract, the County shall reserve a royalty free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for governmental purposes.

ARTICLE 29. **TANGIBLE PROPERTY**

Paragraph 29.0. Subrecipient agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement to be submitted at the close of the year with the final invoice. Property records shall be maintained accurately (including those listed herein and in the "***DHE Manual of Policies and Procedures***" **and** ***FPPN-003: Property Standards***) and shall include:

- A description of the property;
- Manufacturer's serial number, model number, national stock number, or other identification number;
- Source of the property including federal program name;
- Acquisition date (or date received, if the property was furnished by the County) and cost;
- Percentage (at the end of the budget year) of federal participation in the cost of the project or program for which the property was acquired;
- Unit acquisition cost;
- Property decal number;
- Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior County written approval.
- A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Subrecipient shall promptly notify the County.

Paragraph 29.1. Adequate maintenance procedures shall be implemented to keep the property in good condition.

Paragraph 29.2. Upon termination of any service program included in this Agreement, or in the event this Agreement terminates prior to expiration or is not renewed, Subrecipient agrees to properly return all County property according to County protocols.

Paragraph 29.3. The Subrecipient agrees that this equipment cannot be transferred or otherwise disposed of without written County approval.

ARTICLE 30. **COVENANT AGAINST CONTINGENT FEES**

Paragraph 30.0. Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Subrecipient for the purpose of securing business and that Subrecipient has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 31. **INSURANCE**

Paragraph 31.0. Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. 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.

ARTICLE 32. **PROHIBITED INTEREST**

Paragraph 32.0. Conflict of interest:

Subrecipient agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Subrecipient further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Paragraph 32.1. Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 33. **SUBCONTRACTING**

Paragraph 33.0. Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Director, Ryan White Program or his/her designee.

ARTICLE 34. **ASSIGNABILITY**

Paragraph 34.0. Subrecipient shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Subrecipient without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Subrecipient of such termination. Subrecipient binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants,

agreements and obligations contained herein.

ARTICLE 35. **AUDITS AND INSPECTORS**

Paragraph 35.0. At any time during normal business hours and as often as County may deem necessary, Subrecipient shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

Paragraph 35.1 Subrecipient shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Subrecipient.

Paragraph 35.2. Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County.

Paragraph 35.3. Subrecipient agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

Paragraph 35.4. Subrecipient acknowledges and swears by signature below that it has complied with the audit requirements of the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," issued by the U.S. Comptroller General for all previous contracts awarded under the Ryan White Program; false statement herein constitutes a breach of this contract.

Paragraph 35.5. Subrecipient agrees to comply with federal standards for financial management set forth in 45 CFR 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards as well as the “DHE Manual of Policies and Procedures” and ***FPPN-006: Financial Management***.

Paragraph 35.6. Subrecipient agrees to comply with the audit requirements set forth in 45 CFR 75 and with either Paragraph 35.6a or Paragraph 35.6b whichever applies under these guidelines.

Paragraph 35.6a. Subrecipient expending $1,000,000 or more during the fiscal year in Federal awards must have a Single or Program Specific audit conducted for that year in accordance with 2 CFR 75 Subpart F – Audit Requirements. The audit must be prepared by an independent Certified Public Accountant. Subrecipient must send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, within 180 days following the close of Subrecipient's fiscal year. At the County’s discretion, this time period may be extended beyond the 180 days.

Paragraph 35.6.b. Subrecipient expending less than $1,000,000 during the fiscal year in

Federal awards agrees to have a financial statement audit conducted annually by an independent Certified Public Accountant and further agrees to send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, Fulton County Government, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.7. Audit reports shall be submitted to:

Director, Department for HIV Elimination	**Director of Finance**
Fulton County Government	Fulton County Government
137 Peachtree Street	141 Pryor Street, Suite 7001
Atlanta, Georgia 30303	Atlanta, Georgia 30303

Paragraph 35.8. Failure to comply with audit request, or any other terms or conditions of this Contract constitutes cause for termination of Contract, cause for rejection of future applications, and requires return of all monies received under this Contract.

ARTICLE 36. RECORDS

Paragraph 36.0. The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient respectively, as applicable, for the purposes of verifying, without limitation, the nature and extent of applicable cost, and making audit examinations, excerpts and transcripts. The parties and their respective subcontractors' record retention requirements are three years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Paragraph 36.1. Subrecipient agrees to maintain documentation as required in the "***Fulton County Government Ryan White Part A Program Manual***" and FCRW ***PPPN-001 Client Eligibility***.

Paragraph 36.2. Subrecipient agrees to develop or access client records that contain documentation of client's eligibility determination that will be maintained in e2Fulton, including the following:

A. **Initial Eligibility Determination & Once a year/12 Month Period Recertification Documentation Requirements:**
   - HIV/AIDS diagnosis (at initial determination)
   - Proof of residence in the 20-county Atlanta Eligible Metropolitan Area
   - Low income defined as 400% or less of federal poverty level
   - Uninsured or underinsured status (Insurance verification as proof)
   - Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare
   - For underinsured, proof this service is **not** covered by other third party insurance programs including Medicaid and Medicare
   - Proof of compliance with eligibility determination as defined by the County or ADAP

B. Recertification (minimum of every twelve months) documentation requirements:

- Proof of residence in the 20-county Atlanta Eligible Metropolitan Area
- Low income documentation. Low income defined as 400% or less of federal poverty level
- Uninsured or underinsured status (Insurance verification as proof)
- Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare

Note: At twelve month recertification one of the following is acceptable: *full application and documentation, self-attestation of no change or self- attestation of change with documentation.*

Paragraph 36.3. Subrecipient agrees to maintain documentation of positive HIV serostatus in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County or designee. Documentation of serostatus should occur during the client intake process; however, initiation of enrollment may occur with a preliminary positive test result. Acceptable documentation of positive HIV serostatus shall include, but not be limited to, confirmed positive HIV test results, medical provider's diagnosis, viral load lab results, and/or medical therapies prescribed by a medical provider. Documentation shall be primary or refer to the primary documentation in the form of an official, signed statement from the holder of the primary documentation stating that eligibility has been confirmed (including the name of person/organization verifying eligibility, date, and nature and location of primary documentation).

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements regarding serostatus and acceptable proof of HIV status.

Paragraph 36.4. For each client served with Part A funds, Subrecipient agrees to maintain documentation of the financial status (as described in the most current version of the ""***Fulton County Government Ryan White Part A Program Manual***") in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County. To be determined eligible for Ryan White Part A services, a client's household income must be at or below 300% of the current Federal Poverty Level. Initial certification shall occur during the new client intake process and recertification shall occur no less frequently than every twelve months thereafter. Recertification shall occur no less frequently than every twelve months for clients already receiving services by Subrecipient.

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements that a client's household income must be at or below 300% of the current Federal Poverty Level.

Paragraph 36.5. For each client served with Part A funds, Subrecipient agrees to maintain documentation of the provider of primary care (as described in the most current version of "***Fulton County Government Ryan White Part A Program Manual***") services in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County. Initial certification shall occur during the new client intake process and recertification shall occur no less frequently than every twelve months thereafter. Recertification shall occur no less frequently than every twelve months for clients already receiving services by Subrecipient.

Paragraph 36.6. To the greatest extent possible, the Subrecipient shall provide services to eligible clients without regard to his/her county of residence within the 20-county EMA. Prior approval from the County must be obtained before Subrecipient may limit availability to anything less than the 20 County EMA.

Paragraph 36.7. Subrecipient is required to notify County no less than 24 hours prior to the implementation of any cap on services, limitation of services to serving existing clients only, and/or limitation of new clients to residents of certain geographic areas.

Subrecipient acknowledges that such caps and limitations on clients serve may impact the continuum of care and services for which the Subrecipient is funded under this contract and may result in amendments to this contract and/or changes in funding amounts.

Paragraph 36.8. For each client served, Subrecipient agrees to provide documentation upon request which indicates the Subrecipient's efforts to determine if a client has an eligible third-party payment source (e.g., private insurance, including plans available through the health insurance marketplace, Medicaid, State Children's Health Insurance Plan [SCHIP], and Medicare) and the process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

> **Paragraph 36.8.1.** Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements for determination of third-party payment source and process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

Paragraph 36.9. Subrecipient agrees that Oral Health services should be available to persons living with HIV in the EMA. The Subrecipient should, where practicable, provide Oral Health services to individuals who may or may not receive Primary Care at that site.

Paragraph 36.10. Subrecipient agrees to comply with legislative requirements regarding the Medicaid status of providers, specifically that funded providers of Medicaid-reimbursable services must be participating in Medicaid and certified to receive Medicaid payments or able to document efforts underway to obtain such certification.

If Medicaid-covered services are funded, Subrecipient agrees to provide documentation of Medicaid certification.

Paragraph 36.11. Income generated from third-party reimbursements, including 340B reimbursements, must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

> **Paragraph 36.11.a**. Income generated from payments made by clients in compliance with the sliding fee scale must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting

the type and amount of income received and how expended.

Paragraph 36.12. Subrecipient shall maintain documentation that that all staff involved in eligibility determination have been provided annual training in eligibility requirements set forth in this contract.

Paragraph 36.13. Subrecipient shall maintain documentation that eligibility determination policies and procedures do not consider VA health benefits as the veteran's primary insurance and deny access to Ryan White services citing "payer of last resort". Policies and procedures must classify veterans receiving VA health benefits as uninsured, thus exempting these veterans from the "payer of last resort" requirement.

Subrecipient shall maintain documentation that all staff determining eligibility have been informed of policies surrounding veterans with VA health benefits.

Paragraph 36.14. Subrecipient shall maintain job descriptions and time and effort reports sufficient to document that the activities defined in legislation and guidance as administrative are charged to administration of the program and cost no more than 10% of Contract award amount. Subrecipient is expected to maintain documentation supporting the allocation of employee time to administrative and non-administrative duties.

Paragraph 36.15. Subrecipient shall maintain time and effort reports sufficient to document that each employee that is funded with Ryan White Part A funds for an amount less than 100% time and effort (1 Full Time Equivalent) has worked on Part A funded services for an amount no less than the percent of time for which the position is funded.

Paragraph 36.16. If Subrecipient uses indirect cost as part or all of its 10% administration costs, Subrecipient shall obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs.

Paragraph 36.17. Subrecipient shall maintain a file or files documenting agency activities for the promotion of HIV services to low-income individuals, including copies of HIV program materials promoting services and explaining eligibility requirements.

Paragraph 36.18. Subrecipient shall maintain a reasonable mix of non-traditional hours that best suit the needs of the populations to be served. Non-traditional hours shall include early morning hours, evening hours (after 5:00 pm) and/or weekend hours.

Paragraph 36.19. As specified in ***PPPN-001 Client Eligibility***, requiring an individual to have State issued photo identification establishes a lengthy and sometimes costly barrier to care; this also creates an unnecessary barrier to care for undocumented individuals. If Subrecipient's internal policies require State issued photo identification, the lack of such identification shall not delay enrollment in Ryan White services, provision of medications, nor result in the discharge of a client from Ryan White Services.

ARTICLE 37. **ACCOUNTING SYSTEM**

Paragraph 37.0. Subrecipient shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. The Subrecipient's systems must be established to enable tracing of funds to a level adequate for determining if funds were used according to the terms and conditions of the grant contract or other County recommendations.

ARTICLE 38. **VERBAL AGREEMENT**

Paragraph 38.0. No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Subrecipient to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 39. **NOTICES**

Paragraph 39.0. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices to County shall be addressed as follows:	**Notices to Subrecipient** shall be addressed as follows:
Director Department for HIV Elimination 137 Peachtree Street Atlanta, Georgia 30303 With a copy to:	_____ Agency Director
Felicia Strong-Whitaker, Director Department of Purchasing & Contract Compliance 130 Peachtree Street, SW, Suite 1168 Atlanta, Georgia 30303 Felicia.strong-whitaker@fultoncountyga.gov	_____ Agency _____ Address

ARTICLE 40. **JURISDICTION**

Paragraph 40.0.
This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, regulations, or Executive Orders, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this

Agreement shall be in full force and effect.

Paragraph 40.1. Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 41. **EQUAL EMPLOYMENT OPPORTUNITY**

Paragraph 41.0. During the performance of this Agreement, Subrecipient agrees as follows:

Paragraph 41.0.a. Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.b. Subrecipient will, in all solicitations or advertisements for employees placed by, or on behalf of, Subrecipient state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.c. Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 42. **FORCE MAJEURE**

Paragraph 42.0. Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 43. **TAXES**

Paragraph 43.0. The Subrecipient shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Subrecipient which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Subrecipient shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Subrecipient shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Subrecipient for payment of any tax from which it is exempt.

ARTICLE 44. **PERMITS, LICENSES AND BONDS**

Paragraph 44.0. All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

ARTICLE 45. **NON-APPROPRIATION**

Paragraph 45.0. This Agreement states the total obligation of the County to the Subrecipient for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Subrecipient in the event the County does not intend to budget funds for the succeeding Contract year.

Paragraph 45.1. Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 46. **WAGE CLAUSE**

Paragraph 46.0. Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 47. **WHISTLEBLOWER PROTECTION**

Paragraph 47.0. Subrecipient is aware that the latest whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, applies to all employees working for contactors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled “Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections.” This program requires all grantees, subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Subrecipients and grantees will include such requirements in any contract made with a subcontractor or subgrantee.

Paragraph 47.1. The statute (41 U.S.C. 4712) states that an "employee of a Subrecipient, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any contract, policy, form, or condition of employment.

Paragraph 47.2. Whistleblowing is defined as making a disclosure "that the employee believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant
- A gross waste of federal funds
- An abuse of authority relating to a federal contract or grant
- A substantial and specific danger to public health or safety
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Paragraph 47.3. To qualify under the statute, the employee's disclosure must be made to at least one of the following:

- A Member of Congress, or representative of a Congressional committee
- An Inspector General
- The Government Accountability Office
- A federal employee responsible for contract or grant oversight or management at the relevant agency
- An official from the Department of Justice, or other law enforcement agency
- A court or grand jury
- A management official or other employee of the Subrecipient, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 48. **ANTI-KICKBACK**

Paragraph 48.0. Subrecipient shall participate in structured and on-going efforts to avoid fraud, waste and abuse (mismanagement) in any federally funded program.

Paragraph 48.1. Subrecipient shall have in place an "Employee Code of Ethics" and Board Bylaws and policies which includes provisions covering:

- Conflict of Interest
- Prohibition on use of property, information or position without approval or to advance personal interest
- Fair dealing – engaged in fair and open competition
- Confidentiality Protection and use of company assets
- Compliance with laws, rules, and regulations
- Timely and truthful disclosure of significant accounting deficiencies
- Timely and truthful disclosure of non-compliance
- Prohibition of employees (as individuals or entities), from soliciting or receiving payment in kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items
- Proof of employee background checks for staff who will be handling purchasing transactions and financial management systems

Paragraph 48.2. Subrecipients which are Medicare and Medicaid subgrantees shall have in place the required Corporate Compliance Plan.

ARTICLE 49. **CLIENT RIGHTS AND RESPONSIBILITIES**

Paragraph 49.0. Subrecipient agrees to provide notification of the agency's Clients Rights and Responsibilities to all clients rendered services in accordance with this Contract. Client files shall include an affirmation signed by the client indicating receipt of information required in this paragraph.

Paragraph 49.1. Client Rights and Responsibilities shall include at a minimum:

- Fulton County Non Discrimination Policy
- Title VI Non Discrimination Statement
- Confidentiality statement and/or HIPAA protections
- Transfer information
- Language assistance services
- Participation in service planning
- Agency rules and regulations
- Provision of services regardless of ability to pay

ARTICLE 50. **TITLE VI COMPLIANCE**

Paragraph 50.0. Subrecipient shall designate at its own expense the individual to serve as the Subrecipient's Title VI Coordinator. The Title VI Coordinator shall be the agency's representative who is responsible for the development and implementation of Subrecipient's Title VI Program.

Paragraph 50.1. The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

Paragraph 50.2. During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

> **Paragraph 50.2.a. Compliance with Regulations.** Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Paragraph 50.2.b. Nondiscrimination Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

A. **Solicitations for Subcontracts, Including Procurement of Materials and** Equipment
B. In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
C. Information and Reports
D. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.
E. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, Fulton County or The Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - Withholding of payments to the Subrecipient under the contract until the Subrecipient complies; and/or
    - Cancellation, termination, or suspension of the contract, in whole or in part.
F. Incorporation of Provisions: The Subrecipient shall include the provisions of this paragraph paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any subcontractor or procurement as Fulton Count or The Georgia Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Subrecipient may request the United States.

Paragraph 50.3. Subrecipient shall provide the following language services to inform persons with Low English Proficiency (LEP) of free services that are available. This information will be provided in a notice in a language that LEP persons will understand:

- Posting signs in areas where the public is likely to read them. These signs will be posted at the front-desk reception area to notify LEP individuals of available services and how to obtain these services.
- Stating in outreach documents (brochures, booklets, pamphlets, and flyers) that language services are available.
- Working with community-based organizations to inform LEP persons of the language assistance availability.
- Including notices in local newspapers in languages other than English.
- Providing notices in non-English language radio and television stations about the availability of language assistance services for important events.
- Using a telephone voice mail menu (if available) in the most common languages
- The vital documents that need to be translated are public involvement, financial information, public information and local assistance. The county will also consider these other vital documents that may require translation/interpretation:
    - Applications or instructions on how to participate in a program or activity or to receive benefits or services.
    - Consent forms.

ARTICLE 51. **NATIONAL MONITORING STANDARDS**

Paragraph 51.0. Subrecipient shall comply with HRSA's monitoring standards including: Part A Program Fiscal Monitoring Standards, Part A Program Monitoring Standards, and Universal Monitoring Standards (https://careacttarget.org/library/part-and-b-monitoring-standards).

ARTICLE 52. **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS**

Paragraph 52.0. As applicable, Subrecipient shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

IN WITNESS HEREOF, the parties hereto have set their hands and affixed their seals.

FULTON COUNTY, GEORGIA

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

Attest:

_____ ITEM#: _____ DATE: _____

Tonya Grier
Fulton County Clerk to the Commission

APPROVED AS TO FORM:

_____
Office of the County Attorney

APPROVED AS TO CONTENT:

_____
Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

_____
Agency Name

By: _____ _____
Typed Name Signature

_____
Title

EXHIBIT A

SERVICE CATEGORY PLAN

EXHIBIT B

APPROVED BUDGET TIED TO GOALS AND OBJECTIVES

EXHIBIT C

NON-DISCRIMINATION POLICY OF FULTON COUNTY, GEORGIA

Employment opportunities and conditions of employment shall be free from discrimination due to race, color, creed, national origin, sex, sexual orientation, religion, or disability.

Subrecipients must agree to comply with Federal and State laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, sexual orientation, or national origin.

Subrecipients must further agree to provide services without regard to ability to pay or the current or past health condition of an individual, and in settings accessible to low-income persons.

CERTIFICATION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant does comply in accordance with the above stated policy of nondiscrimination of Fulton County. The applicant further certifies that by submitting this proposal that it will include, without modification, the above stated policy in all documents relating to the programs and services provided through the funding proposed with this application.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:
TITLE OF AUTHORIZED CERTIFYING OFFICIAL:
APPLICANT ORGANIZATION:
DATE:

EXHIBIT D

Certification Regarding Debarment and Suspension, Drug-Free Workplace Requirements, Lobbying, Program Fraud Civil Remedies Act, and Environmental Tobacco Smoke

OMB Approval No. 0920-0428

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dis-pensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--
  (1) The dangers of drug abuse in the workplace;
  (2) The grantee's policy of maintaining a drug-free workplace;
  (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

(d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
  (1) Abide by the terms of the statement; and
  (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical an mental health of the American people.

SIGNATURE OF CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

EXHIBIT E

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the DavisBacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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EXHIBIT F:

COMPLIANCE WITH LEGISLATIVE MANDATES

As the duly authorized representative of Subrecipient/Subrecipient, I certify that the Subrecipient/Subrecipient:

(1) Salary Limitation:
Shall not use federal grant funds to pay the salary of an individual at a rate in excess of Executive Level II.

(2) Gun Control
Shall not use federal grant funds to advocate or promote gun control.

(3) Anti-Lobbying

A. Shall not use federal grant funds, other than for normal and recognized executive legislative relationships, for the following:
   i. For publicity or propaganda purposes;
   ii. For the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;

B. Shall not use federal grant funds to pay the salary or expenses of any employee or agent of Fulton County's Ryan White Program and its subrecipients for activities designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

C. The prohibitions in subsections A and B include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

(4) Acknowledgment of Federal Funding (Section 505)
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state:

A. the percentage of the total costs of the program or project which will be financed with Federal money;
B. the dollar amount of Federal funds for the project or program; and
C. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

(5) (6) Restriction on Abortions **and** Exceptions to Restriction on Abortions
Shall not use federal grant funds for any abortion or for health benefits coverage that includes coverage of abortion. These restrictions shall not apply to abortions (or coverage of abortions) that fall within the Hyde amendment exceptions.[3]

(7) Ban on Funding Human Embryo Research
Shall not use federal grant funds for (i) the creation of human embryos for research purposes; or (ii) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(8) Limitation on Use of Funds for Promotion of Legalization of Controlled Substances
Shall not use federal grant funds to promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

(9) Restriction on Distribution of Sterile Needles
Shall not use federal grant funds to distribute sterile needles or syringes for the hypodermic injection of any illegal drug except as may be allowed under the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), signed by President Barack Obama in December 2015 unless otherwise approved by HHS and Fulton County.

(10) Restriction of Pornography on Computer Networks
Fulton County's Ryan White Program and its subrecipients shall not use federal grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(11) Restriction on Funding ACORN
Shall not provide any federal grant funds to the Association of Community Organizations for Reform Now ("ACORN"), or any of its affiliates, subsidiaries, allied organizations, or successors. (12) Confidentiality Agreements [Health Center] shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law

[3] The Hyde Amendment exceptions include (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

enforcement representative of a Federal department or agency authorized to receive such information.

(12) Confidentiality Agreements

Shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Signature of Authorized Certifying Official	Title
Organization	DATE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0558 **Meeting Date:** 8/6/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Adoption of the First Regular Meeting Agenda.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0559 **Meeting Date:** 8/6/2025

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

Second Regular Meeting Minutes, June 18, 2025
First Regular Meeting Post Agenda Minutes, July 9, 2025
Special Called Meeting Post Agenda Minutes, July 9, 2025
First Regular Meeting Minutes, July 9, 2025

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0560 **Meeting Date:** 8/6/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Proclamations and Certificates.

Proclamation recognizing “Purchasing and Contract Compliance Achievement of Excellence in Procurement Award Day.” **(Pitts/BOC)**

Proclamation recognizing “City of Johns Creek Appreciation Day.” **(Thorne/BOC)**

Proclamation recognizing “Goodwill of North Georgia Appreciation Day.” **(Ellis/BOC)**

Proclamation recognizing “Shepherd Center Appreciation Day.” **(Barrett/Arrington)**

Certificate Presentation to Information Technology - NACo Digital Counties Survey Winner (Fulton County, Georgia)

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0561 **Meeting Date:** 8/6/2025

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

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.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0562 **Meeting Date:** 8/6/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Fiscal Year 2025 General Fund Millage Rate Public Hearing.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A. 36-81-5; O.C.G.A. 48-5-32 and O.C.G.A. 48-5-32-1

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: This is the third required public hearing for the proposed General Fund millage rate for 2025. No Board action is required. This public hearing is being held at the Assembly Hall, 141 Pryor Street S.W., Atlanta, GA 30303 and can be accessed virtually using the following link: https://zoom.us/webinar/register/WN__nVFiYNGRee-ykGVMuKsIA

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0563 **Meeting Date:** 8/6/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution adopting the 2025 Millage Rates for the General fund, General Obligation Bond Fund, and the Fulton Industrial District Fund.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A 36-81-5; O.C.G.A 48-5-32; O.C.G.A 48-5-32-1 and O.C.G.A 48-5-310; Fulton County Code Sec 58-148

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Scope of Work: The Finance Department recommends approval of the attached Resolution which includes the County's 2025 General Fund, Bond Fund, and Special Service District - Fulton Industrial District millage rates. The Fulton County Board of Education is scheduled to adopt their final millage rate on August 19, 2025, which will be presented to the Board of Commissioners via Resolution at the August 20, 2025 meeting.

Listed below are the proposed millage rates for 2025 and actual rates for the last two years:

	2023	2024	2025	Change
General Fund	8.870	8.870	9.870	1.000
Bond Fund	0.180	0.170	0.169	(0.001)
Fulton Industrial Dist.	9.340	9.410	9.431	0.021

The Board previously approved Item 25-0466 on June 18, 2025 that authorized a proposed millage rate, advertisement of the 5-year levy ad, set the public hearing dates, authorized the Chair to sign the Pending Appeals for Properties Other than Public Utilities form, and authorized the County Attorney to petition the Superior Court of Fulton County for immediate and temporary collection of 2025 taxes, if it becomes necessary. Two of the three required public hearings were held at the regular meeting of the Board of Commissioners on July 9, 2025 at 10:00 a.m., a special called meeting at 6 p.m. on July 9, 2025, and the final public hearing is being held at the first meeting on August 6, 2025 at 10:00 a.m. in the Assembly Hall, located at 141 Pryor Street, SW, Atlanta, GA 30303 and via video conferencing accessible via the Fulton County website at www.fultoncountyga.gov or were accessed electronically via the following web addresses for the public hearing dates below:

July 9, 2025 10:00 a.m. meeting -
https://zoom.us/webinar/register/WN_hezsRy -kS1OfHlDMn3Tldg

July 9, 2025 6:00 p.m. meeting -
https://zoom.us/webinar/register/WN_hezsRy -kS1OfHlDMn3Tldg

August 6, 2025 10:00 a.m. meeting -
https://zoom.us/webinar/register/WN__nVFiYNGRee-ykGVMuKslA

FULTON COUNTY, GEORGIA
TAX RESOLUTION

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY and it is hereby ordered by the same that there is hereby levied on all property in Fulton County subject to taxation, an ad valorem tax for the year 2025 for the following purposes and in the specific amounts, the same being levied and to be collected for County purposes (except educational purposes, Fulton County School District bonded debt purposes and Fulton Industrial District purposes for which separate levies are made) as provided by law:

PART I

COUNTY-WIDE TAX LEVY

WHEREAS, there was levied and collected in Fulton County during the year 2025, a joint sales and use tax in accordance with the provisions of Official Code of Georgia Annotated Title 48, Chapter 8, Article 2, and

WHEREAS, such provisions of law requires an annual adjustment of the millage rate for ad valorem taxation of tangible property within Fulton County,

NOW THEREFORE, the following determinations are hereby made by the Board of Commissioners of Fulton County:

		Rate Per $1,000
1.	Millage rate necessary to produce revenue from taxation of tangible property within Fulton County which when combined with other revenues reasonably expected to be received by Fulton County other than revenue derived from the tax imposed pursuant to O.C.G.A. Title 48, Chapter 8, Article 2, would produce revenues to defray the expenses of Fulton County for the year 2025……..	10.103
2.	LESS, millage rate which if levied against the tangible property within Fulton County would produce an amount equal to the distribution of the proceeds of the tax imposed by O.C.G.A Title 48, Chapter 8, Article 2, $22,127,020 which were received by Fulton County during the year 2024 ……..……	(.233)

Net Millage……..……. 9.870

NOW THEREFORE, IT IS FURTHER RESOLVED by the Board of Commissioners of Fulton County that in accordance with the above determination there is hereby levied on the assessed value of all property in Fulton County subject to taxation, an ad valorem tax for general County operating purposes and as a sinking fund for the retirement of principal and payment of interests on voter approved bonded indebtedness (except educational purposes, Fulton County School District bonded debt purposes and Fulton Industrial District purposes for which separate levies are made) and for such tax to be assessed, levied and collected for the year at the rate indicated below:

	Rate Per $1,000
For general County purposes…….	9.870
For the payment of principal and interest on voter approved bonded indebtedness of the County, lawfully incurred……..……	.169
Total……	10.039

PART II

SPECIAL TAX LEVY –FULTON INDUSTRIAL DISTRICT

WHEREAS, the Board of Commissioners of Fulton County have heretofore adopted a resolution on June 7, 2006, creating a South Fulton Special Services District.

NOW, THEREFORE, BE IT RESOLVED and it is hereby ordered pursuant to Article IX, Section II, Paragraph VI, of the Constitution of the State of Georgia and also an amendment to the Constitution of Georgia pertaining to Fulton County (1972 Ga. Laws, page 1481, continued by 1986 Ga. Laws, page 4430), there is hereby levied for the year 2025 a tax of 9.431 mills on the dollar of all taxable property located within said Fulton Industrial District as of January 1, 2025, to defray the cost of establishment, maintenance

and operation of services in said district located in said district, said tax to be assessed, levied and collected for the year 2025, and annually thereafter, as long as said district shall remain and at the same time and in the manner other ad valorem taxes due the State and County are collected.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County and it is hereby ordered by the same that there is hereby levied upon the assessed value of all property in said Fulton Industrial District, at the

	Rate Per $1,000
A tax of…….……	9.431

Fulton County Board of Commissioners:

_____
Robert L. Pitts
Chairman

Attest:

_____
Tonya Grier
Clerk of the Commission

Approved as to form:

_____
Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0564 **Meeting Date:** 8/6/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation and Discussion of the 2025 Midyear Budget Review.

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
Finance will present a mid-year analysis of the FY2025 Adopted Budget, including year-to-date revenues and expenditures, departmental performance, and recommended adjustments. This review will inform the Board of current fiscal conditions and support data-driven decisions for any necessary reallocations, funding corrections, or policy shifts in preparation for year-end closeout.

Mid Year Budget Review with

Multiyear View of County Budget
Review of FY2025 Budget Projections
Items for Midyear Funding Consideration
and 2026 Budget Pressures

FULTON COUNTY

Historical View: Millage rate and Actual Financial Performance from 2015 Through 2024 with 2025 Budget

Historical View: Millage Rate and Actual Financial Performance from 2015 Through 2024 with 2025 Projection and 2025 Budget

	Actual										Budget	
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2015/2025 %Change
Millage Rate FY15-25	10.5	10.45	10.38	10.2	9.89	9.78	9.33	8.87	8.87	8.87	8.87	-16%

In Million $	*ACTUAL*	*ACTUAL*	*ACTUAL*	*ACTUAL*	*ACTUAL*	*ACTUAL*	*ACTUAL*	*ACTUAL*	*ACTUAL*	*ACTUAL*	*BUDGET*	
Beginning Fund Balance	$127	$156	$130	($27)	$176	$205	$227	$250	$224	$227	$240	88%
Revenue	619	604	461	844	724	724	750	760	839	879	915	48%
Expense	591	630	617	642	694	702	727	786	836	867	990	68%
Fund Balance	156	130	(27)	176	205	227	250	224	227	240	165	6%
Standard & Poors GO Bond Rating	AA								AA+	AAA		

FY25 Mid-Year Projection:

Projection at theCurrent Rate of 8.87 Mils

In Million $

	Budget 2025	Projection 2025	Difference
Beginning Fund Balance	240	240	0
Revenue	915	930	15
Expense	990	936	-54
Fund Balance	165	234	69
Fund Balance Req. (.1667 of Exp)	165	165	0
Fund Balance Surplus/Shortfall	0	69	69

Assumptions

Revenue

- Increase in LOST
- Inc in Public Utility Tax/Other Revenue

Expenditures

- Personnel Vacancies
- Add'l Salary Savings/PFPB
- Timing of Bond Issuance
- Underruns Other
- Assumed 100% spend for Sheriff, DREAM, and Non-Agency Reserve on Consent Decree Compliance

FULTON COUNTY

FY25 MidYear Projection:

Projection at the Advertised Rate of 9.87 Mils

	Budget 2025	Projection 2025	Difference
In Million $			
Beginning Fund Balance	240	240	0
Revenue	915	1008.9	94
Expense	990	936	-54
Fund Balance	165	312.9	148
Fund Balance Req. (.1667 of Exp)	165	165	0
Fund Balance Surplus/Shortfall	0	148	148

Assumptions

Revenue

- Increase in Property Tax
- Increase in LOST
- Inc in Public Utility Tax/Other Revenue

Expenditures

- Personnel Vacancies
- Add'l Salary Savings/PFPB
- Timing of Bond Issuance
- Underruns Other
- Assumed 100% spend for Sheriff, DREAM, and Non-Agency Reserve on Consent Decree Compliance

FULTON COUNTY

FY25 Mid-Year Budget Considerations

- **Consent Decree Costs - $5.4M+++**
  - $3.3M Known costs
  - $2.1M Additional costs - Jail Maintenance
  - $$$ Unknown costs
    - Recruitment/Retention Plan
    - Contraband and Security Plan
    - Staffing
    - Systems
    - Equipment

- **BOC Approved Mid-Year Actions - $300k**
  - Child Care Pilot Program

- **Future Soundings Requests - $196K**
  - Medical Examiner $113K
  - Renaming of Shirley C. Franklin Boulevard $83k

FULTON COUNTY

FY26 Budget Pressures

- Consent Decree
- Risk Management Premium Increases
- Employees
  - COLA
  - Health Plan Impact
- New Facilities
- New Judges
- Implications from Federal Legislation
- Contractual Increases
- Unfunded 2025 Enhancement Requests

QUESTIONS

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0565 **Meeting Date:** 8/6/2025

Department
Human Resources Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the proposed benefit summary for the Childcare pilot program for 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Fulton County Board of Commissioner Resolution #25-0314

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: In acknowledgement of the financial burden of accessing childcare services, the Board of Commissioners, adopted Resolution #25-0314, authorizing the County Manager to initiate a pilot childcare benefit for Full time employees who, 1) are required to report onsite to perform their functions as directed by their Department Head **AND** 2) their dependents, ages 0 up to 6, reside in their permanent residence. The attached benefit summary provides details for the pilot program including eligibility, selection process and reimbursement process. Funding in an amount up to $300,000 to be earmarked during the mid-year budget review discussions.

Community Impact: There is no community impact.

Agenda Item No.: 25-0565 **Meeting Date:** 8/6/2025

Department Recommendation: Department of Human Resources Management recommends approval.

Project Implications: There are no project implications.

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

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

Fiscal Impact / Funding Source

Funding Line 1:

n/a

CHILDCARE PILOT 2025

BENEFIT SUMMARY

Effective July 2025

In acknowledgement of the financial burden of accessing childcare services, the Board of Commissioners, adopted Resolution #25-0314, authorizing the County Manager to initiate a pilot childcare benefit for Full time employees who, 1) are required to report onsite to perform their functions as directed by their Department Head **AND** 2) their dependents, ages 0 up to 6, reside in their permanent residence.

ELIGIBLE EMPLOYEES

Full time employees, working more than 29 hours per week, whose job functions require them to perform their core duties and/or provide services onsite as directed by their Department Head.

PILOT PERIOD

This pilot will begin in July 2025 and end in December 2025.

SELECTION PROCESS

In order to be considered for 1 of the 100 slots for the pilot, eligible employee must provide the following **between June 5th and June 13th** to the Department of Human Resources Management (DHRM):

- Proof of primary address (two bills with employee name and address, if childcare facility is within 10 miles of home)
- Proof of address from the childcare facility where the eligible child is attending (with Child's name)
- Proof of relationship or guardianship
- Submit a radius map of the daycare facility in relationship to home or government center (https://www.mapdevelopers.com/draw-circle-tool.php)
- Letter signed by department head indicating that employee is required to work 100% onsite or has a hybrid schedule. **Preference will be giving to employees required to report 100% onsite.*

The DHRM will conduct an electronic drawing of names to select the pilot participants. Once the pilot participants are determined, the above information will be verified, and DHRM will communicate with the selected employees.

ELIGIBLE COVERED DEPENDENTS

- Dependent is in a childcare facility that is within 10 miles from either their home or Fulton County Government Center.
- Dependents age 0 up to 6, must live within the same household as an eligible employee.

REIMBURSEMENT PROCESS

Eligible employees who have been selected will receive up to a $500 monthly reimbursement once they have provided the following required documentation:

- Proof of payment made to the daycare the eligible child is attending.
- Reimbursement will be made monthly in accordance with the Finance supplemental payroll schedule and will be subject to any applicable taxation.
- Any reimbursement request submitted 60 days after the initial invoice/payment date will not be honored.
- Employees participating in Flexible Spending Accounts (FSA) must adhere to the FSA guidelines.
- ***December 2025 reimbursement MUST be submitted by Monday, December 15, 2025, so that reimbursement can be process before 2025 year-end closing procedures. Any reimbursement request received after that date will not be eligible***.

CHILDCARE PILOT 2025

BENEFIT SUMMARY

Effective July 2025

In acknowledgement of the financial burden posed by the cost of childcare services, the Board of Commissioners adopted Resolution #25-0314 on April 16, 2025, authorizing the County Manager to initiate a pilot childcare benefit for benefits eligible employees in County funded positions in the form of reimbursement for childcare expenses originating from childcare facilities within a 10-mile radius of the Fulton County Government Center or the eligible employee's home residence.

ELIGIBLE EMPLOYEES

Benefits eligible employees in County funded positions whose job functions require them to perform their core duties and/or provide services onsite as directed by their Department Head and who have eligible dependents (as described below). Benefits eligible employees are employees in full-time permanent, fee or time-limited positions who routinely work over 29 hours per week.

PILOT PERIOD

This pilot will begin in July 2025 and end in December 2025.

PILOT SELECTION PROCESS

To be considered for 1 of the 100 slots available for the pilot, eligible employee must provide the following **between June 5th and June 13th** to the Department of Human Resources Management (DHRM):

- Proof of home residence (two bills with employee name and address, if childcare facility is within 10 miles of home residence)
- Proof of address from the childcare facility where the eligible child is attending (with the eligible child's name)
- Proof of employee relationship or guardianship to the eligible child
- A radius map of the childcare facility in relation to home residence or the Fulton County Government Center (141 Pryor Street, SW, Atlanta, GA 30303) using the following website(https://www.mapdevelopers.com/draw-circle-tool.php)
- Letter signed by department head stating that employee is required to work 100% onsite or has a hybrid schedule. **Preference will be given to employees required to report 100% onsite.*

The DHRM will conduct an electronic drawing of names to select the pilot participants for the 100 available slots. Once the pilot participants are determined, the above information will be verified, and DHRM will inform the selected employees.

ELIGIBLE DEPENDENTS

- Dependent aged 0 to 6 years old and living in the same home residence as eligible employee. Dependent is enrolled and attending a childcare facility that is within 10-miles from either the eligible employee's home or the Fulton County Government Center.

REIMBURSEMENT PROCESS

- Eligible employees who have been selected will receive up to a $500 monthly reimbursement once they have provided request for reimbursement and proof of payment made to the childcare facility that the eligible child is attending.
- Request for reimbursement and proof of payment must be submitted within 60 days of the applicable invoice/payment date.
    - Any reimbursement request and proof of payment submitted 60 days after the applicable invoice/payment date will not be approved.
    - ***Proof of payment for December 2025 reimbursement MUST be submitted by Monday, December 15, 2025, so that reimbursement can be processed before 2025 year-end closing procedures. Any reimbursement request received after that date will not be eligible***.

- The DHRM, in consultation with the Finance Department, will inform selected eligible employees of acceptable proofs of payment.
- Reimbursement will be made monthly in accordance with the Finance supplemental payroll schedule and will be subject to any applicable taxation.
- Selected employees participating in Flexible Spending Accounts (FSA) must adhere to the FSA guidelines.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0566 **Meeting Date:** 8/6/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation, review, and approval of August 6, 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 August 6, 2025 Soundings request is submitted for your review and approval. Below is a brief summary of each request and the related justification.

RISK FUND

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Modify the 2025 Annual Hardware and Software Maintenance and Support List with an increase in spending authority - (Page 3)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List

(AML) approved as part of the FY2025 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

Annual Hardware and Software Maintenance and Support List - 2025								
Type	Vendor Name	Product Name	Description	User Agency	2025 Expenditure	Addt'l Amount	Funding Source	Comments
Software	Riskonnect	Riskonnect	Workmen's Compensation bill review system	Finance	$ 180,000	$ 25,000	Finance	Increase spending authority to $205,000

AUGUST BUDGET SOUNDINGS

August 6, 2025

Presented

to the

Board of Commissioners

by the

Finance Department

Risk Fund 725

RISK FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Modify the 2025 Annual Hardware and Software Maintenance and Support List with a spending authority increase.

Annual Hardware and Software Maintenance and Support List - 2025								
Type	Vendor Name	Product Name	Description	User Agency	2025 Expenditure	Addt'l Amount	Funding Source	Comments
Software	Riskonnect	Riskonnect	Workmen's Compensation bill review system	Finance	$ 180,000	$ 25,000	Finance	Increase spending authority to $205,000

Purpose (Justification):

The following item was vetted and approved by the Purchasing Department.

The Finance department requests BOC approval for an increase in spending authority to the Annual Hardware and Software Maintenance List (AML) number 94, Riskonnect. The current spending authority is $180,000. The desired spending authority is $205,000 to cover the contractual cost increase for FY25. The increase in spending authority will not require a request for additional funding to be added to the Finance department FY25 budget.

RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO AMEND FULTON COUNTY'S CURRENT BUDGET ON AUGUST 6, 2025,TO MODIFY DEPARTMENTAL BUDGETS; AND FOR OTHER PURPOSES

WHEREAS, O.C.G.A. § 36-81-3 provides that counties have the authority to adopt an ordinance to establish their own fiscal year and budget preparation process; and

WHEREAS, the Board of Commissioners of Fulton County has determined that it is in the best interest of the County to have a streamlined budget preparation process that provides the necessary legal requirements and removes previous time consuming and burdensome practices; and

WHEREAS, O.C.G.A. § 36-81-3 provides that a county may amend its budget to adapt to changing governmental needs during the budget period; and

WHEREAS, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as follows:

(1) Any increase in appropriation at the legal level of control of the local government, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the governing authority. Such amendment shall be adopted by ordinance or resolution, and the basis for the funding decision does not negate or create personnel policy or procedure;

(2) Transfers of appropriations within any fund below the local government's legal level of control shall require only the approval of the budget officer; and

(3) The governing authority of a local government may amend the legal level

of control to establish a more detailed level of budgetary control at any time during the budget period. Said amendment shall be adopted by ordinance or resolution; and

WHEREAS, the legal level of control for Fulton County is the departmental level.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is hereby amended by approval of the attached departmental budget modifications.

BE IT FURTHER RESOLVED THAT all resolutions or parts thereof in conflict herewith are hereby repealed.

SO PASSED AND ADOPTED, this 6th day of August, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Robert L. Pitts, Chairman

ATTEST:

_____
Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0567 **Meeting Date:** 8/6/2025

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the following rate for the public's use of County-owned electric vehicle ("EV") charging stations:

- A fee of $0.25 per kWh.
- After 2 hours, drivers will be charged an extra $2.00/hour to discourage them from leaving their vehicles in the charging station spots all day.
- There may be additional fees charged to the user directly by the charging station vendor that Fulton County does not receive proceeds from. Such vendor fees will be clearly disclosed to users in advance and will be in addition to Fulton County's approved rate. Pursuant to County Policy 600-69, public hearings on the fees were conducted on June 2, 2025 and June 3, 2025. Effective upon adoption by the BOC.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Policy 600-69, at least one public hearing must be held regarding new or amended fees prior to final action by the Board of Commissioners on such fee. Pursuant to Fulton County Code Section 1-1-17 the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to law and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over County matters and County finances.

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.)*

In 2019 the Fulton County Board of Commissioners ("BOC") adopted a Sustainability + Resilience Plan with goals and actions to make the County more sustainable. In 2022, the BOC updated the plan with more aggressive sustainability goals and a shorter timeline for achieving them. The updated plan calls for the installation of EV charging stations at all viable County facilities. In 2022, via Resolution 22-0747, the BOC approved the installation of EV charging stations at County-owned facilities where feasible.

Four (4) County-owned public EV charging stations with a total of seven (7) charging ports were installed at the Metropolitan Library in early 2025. Two (2) County-owned public EV charging stations with a total of three (3) charging ports were installed at the Animal Services Facility in May 2025. Depending on available funding, the Department of Real Estate and Asset Management ("DREAM") plans to install public EV charging stations at additional County locations over the next few years.

DREAM now proposes to charge a public fee for County-owned EV charging station use. The fee will be used to pay for the electricity used, charging station maintenance, and other DREAM sustainability division needs.

According to County Policy 600-69, departments are required to provide notice to the public prior to the implementation of new fees for County services. Public notice includes advertising the proposed fee changes, distributing a news release, posting on the Fulton County website, posting printed notification at the Government Center and North and South Service Centers, and holding one or more public hearings.

DREAM partnered with External Affairs to offer the following public hearings for public comment:
- 5:30 p.m. - 6:30 p.m., Monday, June 2, 2025 at the Sandy Springs Library
- 5:30 p.m. - 6:30 p.m., Tuesday, June 3, 2025 at the Metropolitan Library

To announce the public hearings, DREAM and External Affairs issued a news release, submitted an ad to the Fulton County Neighbor, posted the information on the Fulton County website, and posted printed notification at the Government Center and North and South Service Centers.

DREAM received only one public comment. The resident was supportive of the proposed rate. For more information, see the memo entitled "Charging Station Public Hearing Memo" attached to the agenda item.

Scope of Work: DREAM is requesting approval of the following EV charging station rate structure for County-owned Level 2 charging stations. The fees were chosen based on research about other charging station rates in Fulton County.
- The fee is $0.25/kWh.
- After 2 hours, drivers will be charged an extra $2/hour to discourage them from leaving their vehicles in the charging station spots all day.
- There may be additional fees charged to the user directly by the charging station vendor that Fulton County does not receive proceeds from. Such vendor fees will be clearly disclosed to users in

advance and will be in addition to Fulton County's approved rate.

Community Impact: Approving this rate will enable the public to start using Fulton County-owned EV charging stations.

Department Recommendation: Approval of the proposed public rate for Fulton County-owned EV charging stations.

Project Implications: The charging stations at the Metropolitan Library and Animal Service Facility are the first County-owned charging stations to be made available for public use. Enabling these charging stations to operate is the first step in fulfilling the BOC's directive to DREAM in Resolution 22-0747 to install EV charging stations in County-owned facilities where feasible.

Community Issues/Concerns: No concerns were shared at the community public hearings. For more information, see the memo entitled "Charging Station Public Hearing Memo" attached to the agenda item.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

All revenue that will be received will be deposited into the General Fund or a sustainability-specific funding line within the General Fund.

INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Joseph Davis, Director, DREAM

FROM: Jessica Lavender, Energy & Sustainabiltiy Manager, DREAM

DATE: July 21, 2025

SUBJECT: EV Charging Station Public Hearing Summary

This memorandum provides a summary of the following public hearings regarding Electric Vehicle (EV) charging station rates and provides a recommendation for the rate moving forward.

- June 2nd, 5:30pm-6:30pm, Sandy Springs Library
- June 3rd, 5:30pm-6:30pm, Metropolitan Library

Background

Fulton County currently has six public charging stations installed at county buildings. Four charging stations with a total of seven ports are at the Metropolitan Library, and two charging stations with a total of three ports are at the Animal Services Facility. According to Policy 600-69, departments are required to provide notice to the public prior to the implementation of new fees for County services, such as the use of an EV charging station.

DREAM partnered with External Affairs to publicize two public hearings about the charging station rates. Publicity included:

- issuing a press release,
- posting information on the Fulton County website,
- posting printed notification at the Fulton County Government Center and the North and South Government Service Centers, and
- running an ad in the Fulton County Neighbor.

Proposed Rate

DREAM proposed the following rate structure for current and future Level 2 charging stations.

- A fee of $0.25 per kWh.

- After 2 hours, drivers will be charged an extra $2/hour to discourage them from leaving their vehicles in the charging station spots all day.
- A maximum charge of $50 to prevent someone from being charged an excessive fee.

June 2nd Public Hearing

The June 2nd public hearing had two attendees. One attendee, Ivan Shustack, provided a comment. The other attendee was just there to observe. Someone from the media also attended and took some video footage. Mr. Shustack's comments are summarized below.

- He is a member of the EV Club of the South.
- The rate seems fair. He likes that there is no start session fee.
- Charging stations should have credit card readers so that drivers don't have to download another app.
- Only common charging station brands and apps should be used.
- He observed that some of the new truck models coming out have batteries large enough to need more than $50 to fully charge.

June 3rd Public Hearing

The June 3rd public hearing had only one attendee – Richard Case from Commissioner Arrington's district. Mr. Case was there to observe, not provide a comment. We did receive one comment via email from local resident Zubair Hussain. Mr. Hussain recently purchased his first EV and is very excited about the charging stations at the Metropolitan Library. He said the proposed rate was great, but he requested that the extra $2/hour charge take effect after three or four hours rather than two hours. He also requested lower prices in the evening, however our charging stations will not be available in the evening.

Recommendation

DREAM recommends that the Board approve the proposed charging station rate with one modification: no maximum charge. DREAM recommends removing the maximum charge for three reasons. First, as Ivan Shustack commented, batteries are continuing to increase in capacity, which means that over time it will cost more to fully charge a vehicle. Second, DREAM recently learned that one of the county's charging station vendors, Blink, does not have the software capability to offer a maximum charge. Third, offering a maximum charge does not appear to be common in the industry.

DREAM is aiming to bring the rate before the Board as an agenda item at the August 6th Board meeting.

Please reach out to Jessica Lavender, Fulton County Energy & Sustainability Manager, with questions at Jessica.lavender@fultoncountyga.gov or 404-536-1310.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0568 **Meeting Date:** 8/6/2025

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing, Information Technology - Pennsylvania Turnpike Commission\ RFP 6100005800, with Testing Xperts, Inc., (Mechanicsburg, PA) in an amount not to exceed $450,000.00, to provide Testing Resources for the CGI-AMS 4X Cloud Upgrade. Effective upon BOC approval for a period of 12 months.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: Testing Xperts are co headquartered in the US & UK with 13 global offices and serving 30+ countries. They have 25+ years of industry experience including experience. Their testing service pertaining to ERP includes - ERP implementation testing, ERP upgrade testing, ERP business process testing, Security & Compliance testing, Performance testing.

Scope of Work: To meet **Fulton County** Quality Assurance “QA” requirements, the agreed scope is as given below:

Testing Type	Tx Responsibilities

Functional Testing	Tx team will perform this in lower environments as well as in production environments.
Integration Testing	Tx team will perform integration testing.
Automation Testing	Tx team will develop automation to provide coverage from a UI workflow perspective along with the data validation scripts.
Process Enhancements	The Tx team will analyse existing QA workflows to identify and recommend process enhancements that streamline test planning, execution, and reporting through best practices and standardization initiatives.
API Testing	Tx team will perform API testing if required.
Data Testing	Tx team will perform Data verification, validation and migration testing.
Performance Testing	Tx will perform load testing in the stage environment so that we can optimize the application before it is deployed in production. This will help Fulton County to identify optimum production/cloud capacity to manage its user load.
Security Testing	Tx team will perform security testing not just from an access/privilege perspective but also from the application front-end perspective.
Accessibility Testing	Tx will perform accessibility testing to ensure compliance with WCAG2.2 Level AA guidelines unless Fulton County specifies any other requirement.

Community Impact: None

Department Recommendation: The Department of Information Technology recommends Testing Xperts to test all the applications pertaining to the ERP upgrade and other enterprise software applications that Fulton County wants to implement such as IAS World, ECM Digitalization. Testing Xperts have also done similar valuable work with Pennsylvania Turnpike Commission.

Project Implications: Amid Fulton County's ERP system upgrade process, it is important to thoroughly test all the applications prior to Go-Live.

Community Issues/Concerns: There are no issues/concerns to report.

Department Issues/Concerns: There are no issues/concerns to report.

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: Statement of Work

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

Kevin Kerrigan, CIO, Information Technology, 404-612-0057

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$450,000.00
TOTAL:	$450,000.00

Fiscal Impact / Funding Source

Funding Line 1:

448-220-ARP1-VIRT: American Rescue Plan, Information Technology, Virtual Support-IT

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 12 months
Cost Adjustment:	**Renewal/Extension Terms**: N renewal options

Overall Contractor Performance Rating: New vendor

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

EXHIBIT A1 (STATEMENT OF WORK)

This Statement of Work (the "**SOW**") shall be effective as of _____, 2025 (the "**SOW Effective Date**").

BY AND BETWEEN

FULTON COUNTY, having its registered office at **141 Pryor St SW, Atlanta, GA 30303**, (hereinafter referred to as "**Fulton**" or the "**Client**"), which definition shall mean to include its successors-in-interest, subsidiaries, Affiliates and permitted assigns) of the One Part;

AND

TestingXperts, Inc. having its registered officed at **650 Wilson Lane, Suite 201, Mechanicsburg, PA 17055 United States** (hereinafter referred to as "**TestingXperts**" or "**Tx**" or "**Supplier**"), which definition shall mean to include its successors-in-interest, subsidiaries, Affiliates and permitted assigns) of the **Other Part**.

(Hereinafter, Tx and the Client will be collectively referred to as "**Parties**" and individually as "**Party**").

WHEREAS;

A. This SOW is executed pursuant to, and fully incorporates, the terms of the Master Services Agreement dated _____ (the "**MSA**"), executed between the Parties.

B. For the purposes of this SOW, each Party shall fulfil its obligations as outlined in the MSA, this SOW, and Annexure-1 (General Legal Conditions for Time and Material Engagement) attached to this SOW.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. PROJECT OVERVIEW & SCOPE

The objective of this engagement is to provide Fulton with IV&V and QA testing services.

1.1. Tx will provide IV&V, Quality Assurance and Testing Services in core flex model.

1.2. Tx will perform a **5-week** QA Discovery to gain an in-depth understanding of Fulton's ERP system; the discovery process will include the following activities:

- 1.2.1. Preparation
  - 1.2.1.1. Identify stakeholders and project sponsors.
  - 1.2.1.2. Align on project goals, objectives and success criteria.
  - 1.2.1.3. Prepare agenda and schedule workshops
- 1.2.2. Data Gathering
  - 1.2.2.1. Conduct stakeholder interviews and workshops.
  - 1.2.2.2. Collect current process documentation and identify pain points.
  - 1.2.2.3. Identify existing systems and integrations.
  - 1.2.2.4. Understand the current state of business processes and workflows
- 1.2.3. Analysis and Verification

Signature _____ (**Client**) Signature _____ (**Tx**)

1.2.3.1. Validate requirements with stakeholders.
1.2.3.2. Prioritize requirements based on business needs and goals.
1.2.4. Plan Development
1.2.4.1. Develop a high-level QA roadmap.
1.2.4.2. Define key deliverables, milestones, and timelines.
1.2.4.3. Identify resource requirements (team, tools, and infrastructure)
1.2.5. Presentation and finalization
1.2.5.1. Present findings, roadmap, and recommendations to stakeholders.
1.2.5.2. Finalize the project scope and deliverables.
1.2.5.3. Obtain sign-off on the discovery phase outcomes.

1.3. Post completion of the discovery process, Tx will provide core testing services as part of this engagement. Flex Services can be availed as per mutual discussions and approval by Fulton; the cost will be billed separately as per rate listed in commercials table in SOW.

1.3.1. Tx will design and scale automated testing framework using CGI Automated Test tool (TestSavvy) or, any other tool of Fulton's choice (which Tx would recommend after assessment)
1.3.2. Tx plans to increase automated testing coverage to 90-95% in order to reduce the reliance on manual UAT, exploratory testing, and business testing/validation efforts.
1.3.3. Tx will establish highly robust and streamlined automated testing process at Fulton for UAT, functional and non-functional tests considering current and future ERP upgrades
1.3.4. Tx will be responsible for designing and implementing the Testing Center of Excellence (TCoE) for Fulton County
1.3.5. Tx will be performing automated functional and UAT testing of the CGI ERP system.
1.3.6. Tx will expand testing services to other applications after the ERP upgrade project based on Fulton county's priority and preference.
1.3.7. The high-level plan listed below has been divided in 4 quarters. The detailed implementation plan and ERP Testing strategy will be provided after initial 5-weeks discovery as outlined in the early part of this SOW.

Summary -

1.3.7.1. Tx will be responsible for designing and implementing the Testing Center of Excellence (TCoE) for Fulton County
1.3.7.2. Tx will be performing automated functional and UAT testing of the CGI ERP system.
1.3.7.3. Tx will expand testing services to other applications such as IaS World, ECM Digitization and other capital project based on Fulton county's priority and preference.
1.3.7.4. The high-level plan has been divided in 4 quarters. The detailed implementation plan and ERP Testing strategy will be provided after initial 5-weeks discovery as outlined in the Statement of Work (SOW).

1.3.7.5. **High level Plan -**

1.3.7.6. **Quarter 1 – Foundation & Planning**
1.3.7.7. **Activities:**
1.3.7.7.1. Define QA standards and testing processes

Signature _____ (**Client**) Signature _____ (**Tx**)

1.3.7.7.2. Design the initial version of the Automation Framework
1.3.7.7.3. Develop a tool evaluation framework
1.3.7.7.4. BAU ERP Testing

1.3.7.8. **Milestones:**

1.3.7.8.1. Standard operating procedures (SOPs) baseline established
1.3.7.8.2. Initial Automation Framework draft completed and shared for review
1.3.7.8.3. Tool assessment matrix finalized and approved

1.3.7.9. **Quarter 2 – Early Adoption & Framework Development**

1.3.7.10. **Activities:**

1.3.7.10.1. Define and implement Quality Metrics & KPIs in pilot projects
1.3.7.10.2. Create a Governance and Monitoring framework for QA
1.3.7.10.3. Identify and document tool capability and best practices
1.3.7.10.4. Create the structure and initiate the Lessons Learnt repository

1.3.7.11. **Milestones:**

1.3.7.11.1. Metrics baseline implemented in at least 1–2 pilot projects
1.3.7.11.2. QA governance document reviewed and accepted by stakeholders
1.3.7.11.3. Best practice guide for tools drafted and published
1.3.7.11.4. Lessons Learnt repository created with initial contributions

1.3.7.12. **Quarter 3 – Execution & Enablement**

1.3.7.13. **Activities:**

1.3.7.13.1. Refine the Automation Framework based on pilot feedback
1.3.7.13.2. Develop checklists and user guides for commonly used tools
1.3.7.13.3. Perform competitive benchmarking and trend alignment
1.3.7.13.4. Conduct training sessions on tool usage and best practices
1.3.7.13.5. BAU Testing: onboarding of the new applications under test

1.3.7.14. **Milestones:**

1.3.7.14.1. Automation Framework Version 2.0 rolled out
1.3.7.14.2. Tool user guides and checklists made available to teams
1.3.7.14.3. Comparative benchmarking report finalized and shared
1.3.7.14.4. Minimum of 2 training sessions conducted per team/tool

1.3.7.15. **Quarter 4 – Maturity & Optimization**

1.3.7.16. **Activities:**

1.3.7.16.1. Conduct audits on defined standards and refine based on observations
1.3.7.16.2. Finalize and stabilize the enterprise tool stack
1.3.7.16.3. Initiate quarterly retrospectives focused on process improvement
1.3.7.16.4. Compile and publish the annual COE improvement and performance report

1.3.7.17. **Milestones:**

1.3.7.17.1. Updated SOPs incorporating audit findings implemented
1.3.7.17.2. Standard enterprise tool stack endorsed across projects

Signature _____ (**Client**) Signature _____ (**Tx**)

1.3.7.17.3. Continuous improvement feedback loop embedded in teams
1.3.7.17.4. Annual COE performance report shared with leadership

1.3.8. Core Services:

1.3.8.1. Functional Testing
1.3.8.2. Integration Testing
1.3.8.3. Automation Testing
1.3.8.4. Process Improvement
1.3.8.5. API Testing

1.3.9. Flex Services

1.3.9.1. Data Testing
1.3.9.2. Performance Testing
1.3.9.3. Security Testing
1.3.9.4. Accessibility Testing

1.4. The Tx team will cover the following automation test cases under the scope of engagement:

Modules	No. of Functionalities	Out of Scope	Total Functionalities
HRM	367	92	275
FIN	209	85	123
PB	17	2	15
VSS	8	0	8
Batch	4	0	4

1.5. Tx will deliver the engagement in a hybrid delivery model with the team in the US(onshore) and offshore.

1.6. Tx will deploy an onshore Test Manager to analyze the ERP system and assess Fulton's overall QA requirements.

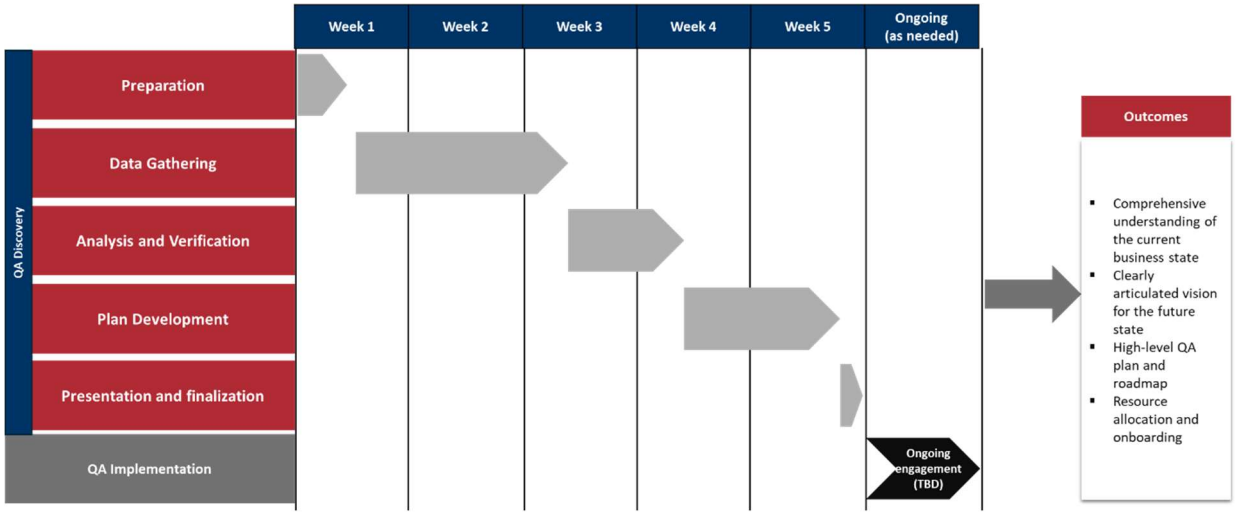
1.7. The Test Manager will serve as the core resource, overseeing the engagement from initiation to completion. Upon finalizing the scope, Tx will deploy appropriate resources to drive the testing activities.

1.8. Tx will set up regular governance to provide status updates through daily stand-up calls, daily status reports (DSR), and weekly status reports (WSR). The governance model, including weekly, monthly, QBR, escalation model, and change request process, will be discussed and agreed upon with Fulton County during the engagement kick-off phase.

2. HIGH-LEVEL ENGAGEMENT PLAN

The table below depicts the Tx QA alignment for this engagement:

Signature _____ (**Client**) Signature _____ (**Tx**)



3. SCOPE OF WORK

To meet **Fulton County** QA requirements, the agreed scope is as given below:

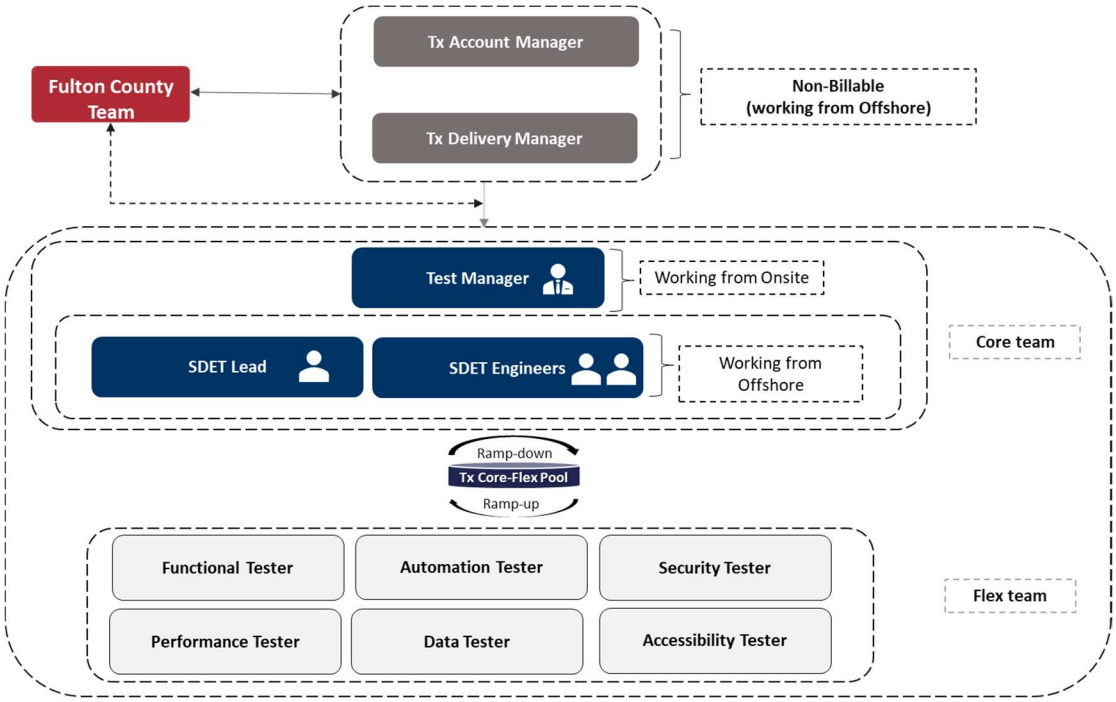
Testing Type	Tx Responsibilities	To be performed by
Functional Testing	Tx team will perform this in lower environments as well as in production environments.	Tx **Core team** deployed on the engagement
Integration Testing	Tx team will perform integration testing.	
Automation Testing	Tx team will develop automation to provide coverage from a UI workflow perspective along with the data validation scripts.	
Process Enhancements	The Tx team will analyze existing QA workflows to identify and recommend process enhancements that streamline test planning, execution, and reporting through best practices and standardization initiatives.	
API Testing	Tx team will perform API testing if required.	
Data Testing	Tx team will perform Data verification, validation and migration testing.	Tx **Flex team** deployed on the engagement on need basis
Performance Testing	Tx will perform load testing in the stage environment so that we can optimize the application before it is deployed in production. This will help Fulton County to identify optimum production/cloud capacity to manage its user load.	
Security Testing	Tx team will perform security testing not just from an access/privilege perspective but also from the application front-end perspective.	

Signature _____ (**Client**) Signature _____ (**Tx**)

Accessibility Testing	Tx will perform accessibility testing to ensure compliance with WCAG2.2 Level AA guidelines unless Fulton County specifies any other requirement.	

4. TEAM STRUCTURE

Tx will provide the QA resources in the Core-Flex model for quickly ramping up or down the teams as per business requirements. The below image depicts the Tx QA organization structure for this engagement in the steady state:



Signature _____ (**Client**) Signature _____ (**Tx**)

5. DELIVERABLES

The sections below outline the deliverables for the scope defined for this engagement:

Testing Area	Deliverables
Functional Testing ▪ In-sprint testing (Unit Testing, UAT, and Exploratory Testing) ▪ Regression testing ▪ Compatibility testing ▪ Smoke Testing	▪ Test plan ▪ Test cases ▪ Defect reports ▪ Testing metrics ▪ Test execution summary report ▪ Sign-off report
Integration Testing	▪ Test cases ▪ Defect reports ▪ Testing metrics ▪ Test execution summary report ▪ Sign-off report
Automation Testing	▪ Testing framework ▪ Test scripts ▪ Execution reports ▪ Testing metrics ▪ Handover document
API Testing	▪ Test cases ▪ Defect reports ▪ Testing metrics ▪ Test execution summary report ▪ Sign-off report
Data Testing	▪ Data Migration Strategy ▪ Data Migration Report
Performance Testing	▪ Test scripts ▪ Test scenarios ▪ Interim test results and recommendations report ▪ Closure report
Security Testing	▪ Scanning reports ▪ Vulnerability and threat analyses report ▪ Recommendation report ▪ Closure report
Accessibility Testing	▪ Accessibility test report ▪ Usability test report

Signature _____ (**Client**) Signature _____ (**Tx**)

6. ASSUMPTIONS

6.1. General Assumptions:

6.1.1. Fulton County will provide:

- All required access to Tx Team working on this engagement
- All available documentation detailing the current technology stack
- Knowledge transfer to the Tx team for the applications in scope
- SMEs support as and when required
- SMEs availability for 6 to 10 hours per week for KT and validation of Tx test artifacts
- Environment of applications for the entire duration of the project

6.2. Scope & Responsibilities:

6.2.1. Testing services are limited to previously mentioned services unless explicitly mentioned.

6.2.2. Data migration validation is included only if test data is provided by Fulton County.

6.2.3. Fulton County is responsible for defining business processes and test scenarios related to their specific operations.

6.2.4. Third-party integrations testing (e.g., CRM, payment gateways, external APIs) is included only if access to test environments and data is provided.

6.3. Environment & Data Assumptions:

6.3.1. Fulton County is responsible for provisioning test environments (ERP test instance, databases, middleware).

6.3.2. Fulton County ensures that test data is available and consistent across test cycles.

6.3.3. Any downtime of test environments will be considered an extension to project timelines.

6.3.4. Performance testing requires realistic load data to be provided by Fulton County.

6.4. Test Execution & Defect Management:

6.4.1. Fulton County will provide access to ERP systems, test management tools, and defect tracking tools.

6.4.2. Test execution is dependent on timely availability of requirements, test data, and system readiness.

6.4.3. Any defects found will be logged and reported in the agreed defect management tool, but fixing and retesting timelines depend on the client and ERP vendor.

6.4.4. Test execution schedules are based on the agreed test plan; delays in requirement changes may impact timelines.

6.5. UAT & Business User Participation:

6.5.1. Fulton County is responsible for conducting User Acceptance Testing (UAT) with end users.

6.5.2. Testing services may support UAT execution and defect triaging, but sign-off responsibility remains with Fulton County.

6.5.3. Business users must be available for test case reviews, approvals, and defect resolution discussions.

6.6. Change Management & Timelines:

6.6.1. Any change in scope, timelines, or additional features/modules will require a Change Request (CR).

6.6.2. Test cycle extensions due to client-side delays (e.g., incomplete requirements, environment unavailability, delayed defect fixes) will require an amendment to the SOW.

Signature _____ (**Client**) Signature _____ (**Tx**)

6.6.3. Any regulatory or compliance testing outside the standard ERP functionality needs to be explicitly defined.

6.7. Compliance & Security:

6.7.1. Fulton County ensures compliance with data privacy policies (GDPR, HIPAA, etc.) when providing test data.

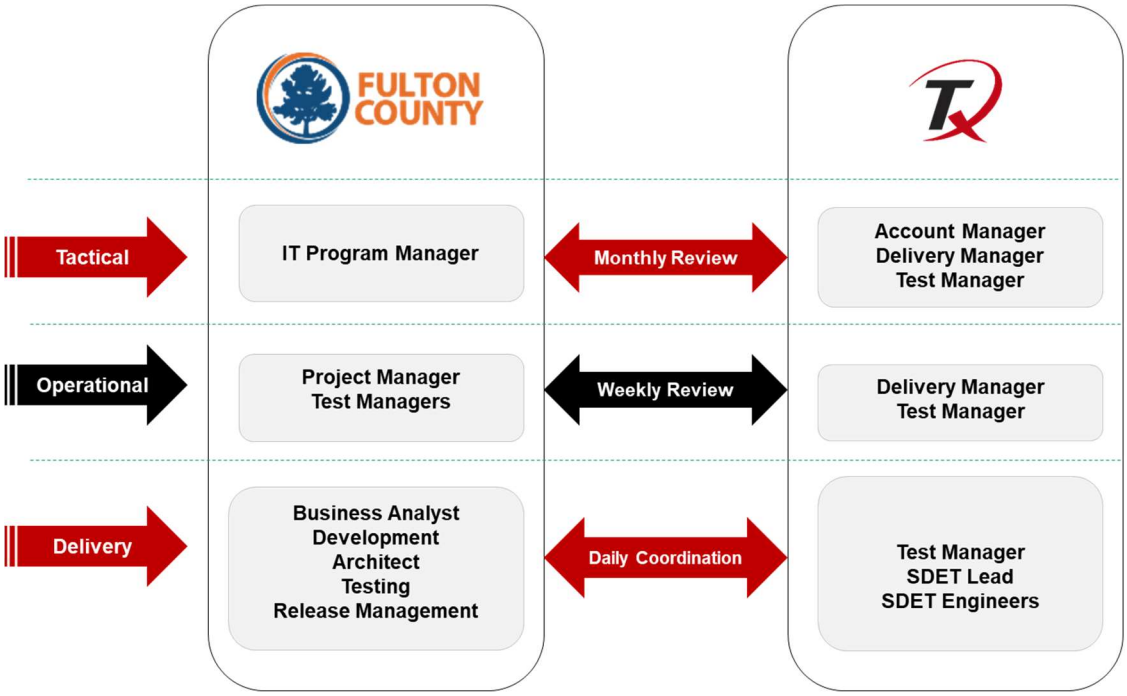
6.7.2. Access to ERP test environments and sensitive business data will be governed by Fulton County security policies.

7. MONITORING AND CONTROL

Tx will implement a robust communication plan for this engagement. The objectives of the communication plan will be to ensure:

7.1. Smooth operation of engagement in a multi-location environment

7.2. Accurate and timely communication



Signature _____ (**Client**) Signature _____ (**Tx**)

Tx will adopt the following communication model to provide project execution support:

Type	Communicator	Audience	Scope	Medium	Frequency
Daily Status Report	▪ Tx POC	▪ Client POC ▪ Tx Account / Delivery Manager	▪ Test Cases ▪ Test Case Reviews/ Modifications ▪ Traceability	Email	Daily
Weekly Status Report	▪ Tx POC	▪ Client POC ▪ Tx Delivery Manager ▪ Tx Account / Delivery Manager	▪ Planned and unplanned testing activities completed during the week ▪ Activities planned for the next week ▪ Test Summary Report ▪ Issues and risks faced during testing	MS Word	Weekly
Weekly Status Meeting	▪ Tx POC	▪ Client POC ▪ Tx Account / Delivery Manager	▪ Review of Weekly Status Report ▪ Activity Planning	Conference call / Go to Meeting	Weekly
Monthly Status Meeting	▪ Tx POC ▪ Tx Account / Delivery Manager	▪ Client POC	▪ Summary of activities done during the month ▪ Key activities planned for next month ▪ Issues/ Escalations status ▪ Tx recommendations on improving service delivery ▪ Scope Change items ▪ Project Status Reviews ▪ Risks/challenges	MS Word/PPT	Monthly
Quarterly Business Review	▪ Tx Account / Delivery Manager	▪ Client Sponsor/POC ▪ Client Management ▪ Tx Delivery Head ▪ Tx Sponsor	▪ Key milestones achieved ▪ Strategic planning ▪ High-level plan for next quarter ▪ Continuous improvement ▪ Risks/Challenges	PPT	Quarterly

Signature _____ (**Client**) Signature _____ (**Tx**)

7.3. ROLES & RESPONSIBILITIES – **CORE and FLEX team**

Role	Responsibilities
Test Manager	▪ Single point of contact for reporting on all testing activities ▪ QA resource on-boarding ▪ Coordination with **Fulton County** teams/stakeholders ▪ Responsible for managing resources and other operational issues ▪ Coordinate testing activities across scrum teams and release train test team ▪ Expertise in ERP implementation testing, developing ERP test cases and test scripts ▪ Responsible for tracking QA schedules and progress ▪ Manages weekly, monthly, and quarterly metrics and KPI reporting and communications ▪ Ensures all the test documentation is archived in the centralized knowledge database ▪ Review test processes/documentation ▪ Executive reporting ▪ Measure the success of the Testing Center of Excellence and ensure continuous improvements in QA processes ▪ Measure the success of process implementations ▪ Prepare and submit all process deliverables ▪ Perform audits and process compliance checks ▪ Plan and support UAT activities ▪ Review and implement test data management strategy ▪ Maintenance of the defect tracking system and risk management system
SDET Lead	▪ Lead functional testing initiatives by defining quality standards and validating system behavior against requirements ▪ Drive test case design, prioritization, and execution strategies aligned with sprint goals and release timelines ▪ Manage the defect triage process, ensuring timely identification, assignment, and resolution of defects ▪ Actively mentor and support SDET engineers in test development, automation strategy, and technical growth ▪ Participate in and lead scrum ceremonies, including sprint planning, reviews, retrospectives, and demo sessions ▪ Collaborate with stakeholders at Fulton County to ensure business expectations, domain alignment, and communication consistency ▪ Proactively identify and escalate testing risks, gaps, or bottlenecks that may impact delivery quality or timelines

Signature _____ (**Client**) Signature _____ (**Tx**)

Role	Responsibilities
	▪ Oversee test automation architecture using established design patterns and ensure maintainable, scalable script development. ▪ Maintain test case repositories, ensure adequate test data creation, and promote reuse across modules. ▪ Coordinate user acceptance testing (UAT) support by aligning QA efforts with business readiness activities. ▪ Champion SAFe Agile testing principles across teams to ensure quality is embedded throughout the delivery lifecycle. ▪ Collaborate closely with DevOps teams to support continuous integration and automated pipeline testing efforts.
SDET Engineer	▪ Design and execute functional test cases to validate business logic and user workflows. ▪ Collaborate with the team to prioritize test scenarios and ensure comprehensive feature coverage. ▪ Participate in defect triaging sessions and work closely with developers to resolve and verify fixes. ▪ Support UAT cycles by preparing test data and validating business-critical paths. ▪ Contribute to scrum ceremonies and provide status updates on testing progress and blockers. ▪ Develop and maintain automated test scripts using established design patterns and frameworks. ▪ Create and manage test data required to execute test cases across different modules. ▪ Conduct peer code reviews and participate in knowledge sharing sessions to improve testing practices. ▪ Continuously maintain test script inventory and update them based on system or requirement changes. ▪ Execute test cases in a CI/CD pipeline environment, ensuring early detection of regression and integration issues.
Functional Tester	▪ Expert in functional testing ▪ Develop test cases and prioritize testing activities ▪ Defect triaging ▪ Support UAT activities ▪ Mentor team members ▪ Participation in scrum ceremonies & status reporting and leading the sprint demo ▪ Domain and Technology focus ▪ **Fulton County** focus and communication

Signature _____ (**Client**) Signature _____ (**Tx**)

Role	Responsibilities
	▪ Highlight any challenges and risks to the testing activities
Automation Tester	▪ Experience in SAFe Agile testing processes ▪ Experience in developing/maintaining test scripts using proper design patterns/architecture ▪ Maintaining test script inventories ▪ Creating required data for test cases ▪ Experience in peer-review/code-review ▪ Experience with working in the continuous integration environment
Performance Tester	▪ Develop a performance testing framework ▪ Establish performance test targets and strategy ▪ Ensure quality of performance testing ▪ Establish performance testing SLAs ▪ Expert in SAFe Agile testing processes ▪ Review performance test environments ▪ Identify appropriate performance test approach ▪ Expertise in performance testing tools like JMeter, Octoperf, and Blazemeter ▪ Expertise in performance monitoring tools like CloudWatch, Prometheus and Grafana ▪ Install and setup required testing tools ▪ Expertise in developing test scripts and devising test scenarios ▪ Plan and execute the tests to simulate real-time load on the system ▪ Capture, analyze and report the results with recommendations for performance tuning ▪ Experience with working in the continuous integration environment
Security Tester	▪ Devise security testing strategy and plan ▪ Implement Security test frameworks ▪ Implement and set up security testing tools like Burpsuite and OWASP Zap ▪ Expert in SAFe Agile testing processes ▪ Execution of security scans and vulnerability checks ▪ Diagnosis of false positives ▪ Publish interim reports and share recommendations ▪ Participation in meetings & status reporting
Data Tester	▪ Analyze and understand data completeness and correctness requirements ▪ Analyze and understand database schema and entity relationship ▪ Devise data migration testing strategy and plan ▪ Implement and set up data migration testing tools like QuerySurge

Signature _____ (**Client**) Signature _____ (**Tx**)

Role	Responsibilities
	▪ Expertise in Data Analysis, Data Migration, Data Validation, Data Cleansing, Data Verification, and identifying Data Mismatch ▪ Develop query pairs based upon business rules ▪ Execute and analyze the test results ▪ Highlight the data discrepancies and log defects
Accessibility Tester	▪ Understating accessibility and functional requirements ▪ Participation in meetings & status reporting ▪ Design test scenarios ▪ Test execution as per browsers and platforms ▪ Verify the WCAG checklist ▪ Bug reporting ▪ Participation in Bug Triage ▪ Provide daily and weekly status report

8. CONTACT INFORMATION

Contact personnel for this Statement of Work shall be as follows (subject to change):

Organization	Name	Role	Contact
Fulton County	**Donald Sequeira**	Deputy CIO	donald.sequeira@fultoncountyga.gov
Fulton County	**Beverly Braganca**	App Dev Manager	beverly.braganca@fultoncountyga.gov
TestingXperts	**Jatin Molri**	Vice President, Sales	jatin.molri@testingxperts.com
TestingXperts	**Navneet Singh**	Director, Sales	navneet.singh@testingxperts.com

9. COMMERCIALS

9.1. The table below depicts the commercials for this engagement. This testing engagement will be conducted in a T&M model from the Tx onsite and offshore test centers, and below are the commercials involved for the **Core resources**:

Role	No. of Resources	Hourly Rate/Resource	Est Monthly Rate/Resource	Duration	Location	Total Cost (12 months)
Test Manager	1	$110/HR	$18,480	12 Months	Onshore	$221,761
SDET Lead	1	$32/HR	$5,376		Offshore	$64,512
SDET Engineer	2	$29/HR	$4,872		Offshore	$116,928
Total Estimated Cost						**$403,201**

**168 hours per month considered*

Signature _____ (**Client**) Signature _____ (**Tx**)

9.2. Below are the commercials involved for **Flex resources**:

Role	Location	Hourly Cost (USD)
SDET Lead	Offshore	**$32/HR**
SDET Engineer	Offshore	**$29/HR**
Functional Tester	Offshore	**$26/HR**
Automation Tester	Offshore	**$29/HR**
API Tester	Offshore	**$29/HR**
Performance Tester	Offshore	**$30/HR**
Security Tester	Offshore	**$35/HR**
Data Tester	Offshore	**$30/HR**
Accessibility Tester	Offshore	**$30/HR**

9.3. Additional Payment Conditions

9.3.1. Any change to the scope of work or delays resulting in additional efforts beyond 1 calendar month after the current completion date (October 2026) will trigger a change request

9.3.2. The monthly charges are provided based on the plan and estimates derived considering the current scope of work and duration

9.3.3. Upon Fulton's request for Test Manager to be onsite, Tx will invoice Fulton for the on-site travelling costs for the Tx Test Manager based on the incurred actuals(including Flight, lodging, transportation/rental car and per-diem)

9.3.4. Any travel requirement for Tx resources from offshore requested by Fulton County to travel to Fulton County's location or onshore center of Tx will be agreed upon and approved before the travel and charged as per the rate of onsite/onshore

9.3.5. The onsite team will work during the US business hours, and the offshore team will work in IST hours from 11:30 AM IST to 8:30 PM IST (i.e., 2:00 AM ET to 11:00 AM ET)

The Parties have executed this Exhibit A (Statement of Work) as of the date set forth below, and Parties represent that the individuals signing below are duly authorized to execute this Agreement on their behalf.

Fulton County	TestingXperts Inc.
Signature:	**Signature:**
Name:	**Name: Joseph D. Underwood**
Designation:	**Designation: Chief Operating Officer**
Email :	**Email : joe.underwood@testingxperts.com**
Date:	**Date:**

Signature _____ (**Client**) Signature _____ (**Tx**)

ANNEXURE-1 (GENERAL LEGAL CONDITIONS FOR TIME AND MATERIAL ENGAGEMENT)

1. INTRODUCTION

1.1. This **ANNEXURE-1 (GENRAL LEGAL CONDITIONSS FOR TIME AND MATERIAL ENGAGEMENT)** outlines the general legal terms and conditions governing Time and Material Engagements and shall be read in conjunction with Exhibit A (Statement of Work or SOW) and the terms of the MSA.

1.2. The terms specified in this Annexure-1 shall apply to each SOW executed from time to time in relation to Time and Material Engagement. The provisions contained herein are supplemental to and shall be incorporated into each SOW executed pursuant to the MSA between TestingXperts and the Client.

2. TIMESHEET MANAGEMENT AND APPROVAL PROCESS

Subject to provisions set forth under Clause 4.1 (Time and Material Engagement) of the MSA, the specific conditions relating to management and acceptance of the Timesheets under the relevant SOW shall be as follows:

2.1. **Maintenance of Timesheet**

2.1.1. The Personnel by itself or the Project Manager on behalf of the personnel engaged under this SOW, shall prepare and maintain a timesheet (the "**Timesheet**") documenting the dates and hours worked during the engagement.

2.1.2. The Timesheet shall be prepared in accordance with the format provided in **Attachment A (format of the Timesheet)**, unless the Client provides their own time tracking format and procedure, which may then be followed and completed by the Authorized Personnel.

2.2. **Procedure for Submission and Acceptance of the Timesheet**

2.2.1. The Timesheet shall be submitted to the Client for approval on a monthly basis by TestingXperts.

2.2.2. The Client shall review and approve Timesheets within five (5) days of receipt (the "**Review Period**"). Acceptance is necessary for accurate and timely issuance of invoices.

2.2.3. If discrepancies are identified, the Client must notify TestingXperts in writing within the Review Period, specifying reasons for withholding approval.

2.2.4. If the Client does not respond with approval or raise any discrepancies within five (5) days from the date of submission of the Timesheet, the Timesheet shall be deemed accepted by the Client. Following such deemed acceptance, the Timesheet shall be considered final and conclusive, and TestingXperts shall be entitled to issue an invoice based on the submitted Timesheet, which shall be treated as fully approved for all purposes, including payment.

Signature _____ (**Client**) Signature _____ (**Tx**)

2.2.5. Any disputes by the Client must be notified in writing within the Review Period, and TestingXperts will address the discrepancies by providing a revised Timesheet and/or invoice, if necessary, as agreed upon in writing by both Parties.

2.2.6. The Client agrees to process such invoices for payment without withholding unless written notice of discrepancies is provided within the review period.

2.3. **Finality of Timesheet Acceptance**

2.3.1. Once a Timesheet has been duly submitted by TestingXperts to the Client and formally accepted or deemed accepted by the Client, the Timesheet shall be considered final and not subject to challenge, modification, or dispute. Invoicing for services rendered shall be based solely on the approved or accepted Timesheet.

3. **INVOICING TERM**

Subject to provisions set forth under Clause 5 (Invoicing and Payments) of the MSA, the specific conditions relating to payment under the relevant SOW shall be as follows:

3.1. **Invoicing Period**

3.1.1. TestingXperts shall invoice the Client monthly for the services rendered based on the approved timesheets.

3.1.2. The Rate specified in the respective SOW, under the 'Commercials', does not include local, state, or federal taxes, which will be additional charges.

3.2. **Invoice Submission and Payment Terms:**

3.2.1. TestingXperts shall issue invoices on the last calendar day of each month.

3.2.2. The Client shall pay the monthly invoices within the Net Payment Term specified in the MSA.

3.3. **Invoicing and Payment Currency**

3.3.1. The invoicing currency shall be USD.

3.3.2. Invoices shall be paid in USD.

3.3.3. Credits, if any, shall be given in USD.

Signature _____ (**Client**) Signature _____ (**Tx**)

Attachment: A
Format of the Timesheet

TESTINGXPERTS TIMESHEET

Year	2025	**Client Name**	Fulton County
Employee Name	ABC	**Work Location**	Hybrid
Period Starting	10/1/2025	**Period Ending**	10/1/2026

Dates		Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26					Hrs
Day	○	20	20	20	20	20	20	20	20	20	20	20	20	20					
Hours		0	0	0	0	0	0	0	0	0	0	0	0	0					0
Dates		Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26					Hrs
Day	○	20	20	20	20	20	20	20	20	20	20	20	20	20					
Hours		0	0	0	0	0	0	0	0	0	0	0	0	0					0
CLIENT FEEDBACK/REMARKS																			Total Hrs
Signatures:																			
Name:								**Date:**											0

Signature _____ (**Client**) Signature _____ (**Tx**)

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0569 **Meeting Date:** 8/6/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - Department of Public Works, 25RFP146925K-DB Lead & Copper Field Service Investigation in an amount not to exceed $1,451,000.00 with CDM Smith Inc. (Atlanta, GA) to provide services associated with the program development, implementation, and management necessary to meet the requirements of the Lead Copper Rule Revision (LCRR) as mandated by the Environmental Protection Agency. The contract shall be effective upon issuance of Notice To Proceed (NTP) for two years with one, one year renewal option.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with the Purchasing Code Sections 102-374 or 102-375, all competitive sealed proposals 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: On January 15, 2021, the United States Environmental Protection Agency (EPA) released the Lead and Copper Rule Revision (LCRR), which all public water systems, including the water system operated by Fulton County, must comply with beginning on October 16, 2024. The Georgia Department of Natural Resources (DNR), Environmental Protection Division (EPD) is responsible for enforcing the LCRR requirements within Georgia. The LCRR mandates that water distribution owners determine the material of every water service line, including any lead service lines, and ultimately replace any lines that may contain lead.

For the initial October 16, 2024 compliance deadline, Fulton County submitted an initial water service line inventory of all the service lines within the North Fulton County Water Distribution System, resulting in 25,409 service lines of unknown material in 71,892 potable water service lines. Under the LCRR, all customers with unknown materials for service lines must be sent annual notification letters notifying them of the status of their service line. With this contract, the County seeks services to significantly reduce the number of unknown materials, to complete the service line material inventory, and to prioritize service lines for replacement, if needed.

In 2024, the EPA approved the Lead and Copper Rule Improvements (LCRI), which has a compliance deadline of October 2027. Public Works seeks to include compliance requirements for the LCRI in order to ensure that the County continues to comply with all federal and state requirements.

Scope of Work: Fulton County personnel have identified 5 distinct tasks required to ensure compliance with current and upcoming lead and copper rules and regulations (LCRR and LCRI). The five tasks are: program management, field investigation site selection, management of right of entry (ROE) signatures, field verification of water service line materials, and annual customer notifications of service line materials. The program will seek to complete the County's service line material inventory through a combination of statistical analysis, predictive modeling, and field investigations. Customer notifications of service line materials will be sent out in advance of compliance deadlines, and a final service line inventory will be submitted and for approval by the Georgia EPD. The methods proposed to complete our inventory include both field verifications and statistical modeling, which will need to go through an approval process with Georgia EPD.

Community Impact: This program will ensure any portions of the distribution network that are susceptible to the impacts of lead and copper intrusion are identified so that any such lines can prioritized for replacement.

Department Recommendation: The Public Works Department recommends approval of this item.

Project Implications: Deliverables of this work, including data and statistical analysis, field investigations, and a complete service line inventory, are essential to ongoing compliance with state and federal lead and copper regulations.

Community Issues/Concerns: Public Works is not aware of any community issues or concerns.

Department Issues/Concerns: The award of this contract will aid the Public Works Department in remaining compliant with the LCRR, which was instituted by the EPA for water distribution systems of Fulton County's size. In addition, this project will aid Fulton County in meeting the new compliance deadline for the LCRI beginning in October 2027.

Contract Modification This is a new procurement

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

Contract Value: **$1,451,000.00**

Prime Vendor: **CDM Smith, Inc**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$529,615.00 or 36.50%**

Subcontractor: **Ascension Technical Consultants, LLC**
Subcontractor Status: **African American Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$33,373.00 or 2.30%**

Subcontractor: **Blue Cypress Consulting**
Subcontractor Status: **White Female Business Enterprise**
Location: **Decatur, GA**
County: **DeKalb County**
Contract Value: **$121,884.00 or 8.40%**

Subcontractor: **Compliance EnviroSystem, LLC**
Subcontractor Status: **Non-Minority**
Location: **Baton Rouge, LA**
County: **East Baton Rouge Parish**
Contract Value: **$581,851.00 or 40.01%**

Subcontractor: **Trinnex**
Subcontractor Status: **Non-Minority**
Location: **Manchester, NH**
County: **Hillsborough County**
Contract Value: **$184,277.00 or 12.70%**

Total Contract Value: **$1,451,000.00 or 100.00%**
Total Certified Value: **$155,257.00 or 10.70%**

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter
Exhibit 2: Performance Evaluation

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

David E. Clark, Director, Public Works, 404-612-2804

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$1,451,000.00
TOTAL:	$1,451,000.00

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-1160 Water & Sewer R&E, Public Works, WIOA Adult, $1,451,000.00

Key Contract Terms	
Start Date: Upon NTP	**End Date:** End of two years
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: July 1st, 2025

PROJECT: #25RFP146925K-DB; Lead and Copper Field Service Investigation

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Public Works.

Three (3) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. CDM Smith, Inc.
2. Electro Scan Inc.
3. Stantec

After review and scoring of the Technical Proposal, only two (2) of the three (3) qualified firms were found to be reasonably susceptible for award. Oral Interviews were continued with the following two firms:

1. CDM Smith, Inc.
2. Stantec

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, including Oral Interviews with highest ranking firms, the Evaluation Committee has determined that the proposal submitted by **CDM Smith, Inc.** with a total score of **87.60** is the recommended vendor for the award of #25RFP14692K-DB; Lead and Copper Field Service Investigation.

Docusign Envelope ID: A314BBD2-98FE-4D9B-8462-D5DA135CC1A5

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:
Anna Skipper
D42DEE295B0C4CC...
Anna Skipper, Professional Engineer, Senior
Public Works

Signed by:
Patrick Person
5F4DB21B9C8427...
Patrick Person, Water Distributions System Manager
Public Works

DocuSigned by:
Timothy Mullen
B3DEE509B577467...
Timothy Mullen, Engineering Administrator
Public Works

EVALUATION CRITERIA	WEIGHT	CDM Smith, Inc.	Stantec
Project Plan/Approach to Work	**35**	**32.08**	**26.25**
Qualifications of Key Personnel	**20**	**20**	**18.33**
Relevant Project Experience/Past Performance	**20**	**20**	**18.33**
Availability of Key Personnel	**3**	**2.75**	**2.25**
Local Preference	**5**	**5**	**5**
Service Disabled Veterans Preference	**2**	**0**	**0**
Cost Proposal	**15**	**7.77**	**15**
TOTAL SCORE:	**100.00**	**87.60**	**85.16**

**To sum Total Score columns highlight the row and press F9*

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: David Clark, Director, Public Works DC

DATE: July 21, 2025

SUBJECT: Contractor's Performance Report – Lead and Copper Field Service Investigation #25RFP146925K-DB

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Public Works

PROJECT: Lead and Copper Field Service Investigation

PROJECT NO.: #25RFP146925K-DB

CONTRACTOR: CDM Smith, Inc.
2100 Riveredge Parkway, Suite 1250
Atlanta, GA 30328

POC: Ashley Reid, Principal

PHONE: (404) 720-1344

EMAIL: reidan@cdmsmith.com

If you have any questions, please contact Anna Skipper at (404) 612-5772

C: Terry Peters, Deputy Director
Anna Skipper, Professional Engineer Senior

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0533 **Meeting Date:** 8/6/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to correct Agenda Item 25-0106 to correct the not to exceed amounts for Years 1 - 5 for the Atlanta-Fulton County Water Resources Commission ("AFCWRC") Contract, 24RFP0820K-DB, Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility (owned jointly between the City of Atlanta and Fulton County) with Veolia Water North America - South, LLC (Veolia Water) / Khafra Operations Services, LLC, a Joint Venture (Atlanta, GA). Effective upon BOC approval. **(HELD ON 7/9/25)**

Requirement for Board Action
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; The BOC has the authority to amend the contract pursuant to Fulton County Code ("FCC") § 102-420, which states that 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 BOC for approval.

Strategic Priority Area related to this item
Health and Human Services

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: Fulton County, Georgia is a co-owner of the Atlanta-Fulton County Water Treatment Facility (a.k.a. Tom Lowe) and this contract will provide operation and maintenance

services for this facility. This operation and maintenance services provided under the contract include the raw water intake pumping station, raw water transmission mains, raw water reservoirs, sludge dewatering and disposal, clearwells, finished water pump station, maintenance building, administrative building, and environmental water features and grounds.

On February 5, 2025, the Board of Commissioners approved Agenda Item 25-0106. On March 18, 2025, the City of Atlanta approved legislation 25-R-3221. On April 22, 2025, the Department of Purchasing & Contract Compliance forwarded the contract via DocuSign for contract execution. On May 2, 2025, the County was notified by the Contractor that the costs approved did not include the Contractor's overhead and profit. The County notified the General Manager for the AFCWRC facility and it was determined that the cost for overhead and profit was not included by inadvertence and would need to be negotiated with the Contractor. The negotiations were conducted and the not to exceed amounts for Years 1-5 were agreed to by all parties; namely, the Atlanta Fulton County Water Resource Commission, City of Atlanta and Fulton County.

See the table below for Corrected Year 1 - 5 costs. Years 2 - 5 ** assumes a CPI of 3%, actual annual contract value will be based on the CPI for the year

Year 1 (April 1, 2025 - March 31, 2026)	$6,192,307.00 $6,799,153.00
Year 2 (April 1, 2026 - March 31, 2027)**	$6,378,976.21 $7,003,127.59
Year 3 (April 1, 2027 - March 31, 2028)**	$6,569,418.50 $7,213,221.42
Year 4 (April 1, 2028 - March 31, 2029)**	$6,969,496.08 $7,429,618.06
Year 5 (April 1, 2029 - March 31, 2030)**	$7,178,580.97 $7,652,506.60

Fiscal Impact / Funding Source

Funding Line 1:

431-540-5491-1160: At//Fulton Water Resource Comm, Public Works, Professional Services $6,799,153.00

June 11, 2025

Ms. Darlene Banks, Purchasing
Fulton County Government
Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303
(Via email to: Darlene.Banks@fultoncountyga.gov)

Subject: **Additional Cost Detail:**
RFP 24RFP0820K-DB - Envelope 2: Cost Proposal
AFCWRC - O&M for Water Treatment Facility

Dear Ms. Banks:

As you know from our meeting May 20, 2025, Veolia-KHAFRA provided Atlanta/Fulton County an extremely competitive service price to continue our long-term relationship. While an extended 10-year contract term between Veolia-KHAFRA and Atlanta/Fulton County provides added security to facility operation, and the Veolia-KHAFRA-Atlanta/Fulton County partnership, economic uncertainty has contributed to greater price variance in the future. The ongoing environment in the Atlanta/Fulton County labor market, for example, makes hiring and maintaining employees a challenge. Veolia-KHAFRA is anticipating both short– and long-term salary adjustments to maintain top talent to operate the Atlanta/Fulton County water facility. Further, in recent years, the cost of operation, including the cost of insurance, and regularly used items–such as chemicals and equipment–have dramatically increased well beyond estimated CPI. Additional overhead provides Veolia-KHAFRA the ability to manage these uncertainties on a long-term basis in a rapidly evolving environmental services business, and maintain the level of performance and stability that has come to be expected.

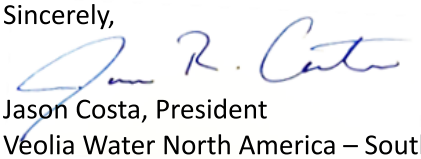
We have updated our Cost Table to reflect the agreed upon profit and overhead:

Table 2.2-1: Cost Proposal Form
Year 1: Operations, Maintenance and Management Fee

ELEMENT	COST
Labor (wages & overhead)	**$3,558,494**
Utilities (Telephone)	**$35,574**
Repair & Maintenance Ceiling	**$305,000**
Supplies, categorized	**$136,999**
Miscellaneous, categorized	**$653,938**
Bulk Treatment Chemicals	**$1,502,302**
TOTAL YEAR 1 SERVICE ESTIMATE	**$6,192,307**
Veolia/Khafra Profit and Overhead	**$606,846**
VEOLIA/KHAFRA TOTAL COST (including Profit and Overhead of 9.8%)	**$6,799,153**

We trust that this information meets your immediate need, and you may reach out to me if you have any questions related to this additional information

Sincerely,



Jason Costa, President
Veolia Water North America – South, LLC
Telephone: 412/315-1820 - Email: jason.costa@veolia.com

Cc:

Felicia-Strong Whitaker - Fulton County (Felicia.Strong-Whitaker@fultoncountyga.gov)
Val Bates - KHAFRA (vbates@khafra.com)

The contract term is initial ten (10) years with one (1), ten (10) year renewal option. The table below provides the annual cost years 1 -10 and assumes a CPI of 3%, actual annual contract value will be based on the CPI for the year.

Year 1	$6,799,153.00
Year 2	$7,003,127.59
Year 3	$7,213,221.42
Year 4	$7,429,618.06
Year 5	$7,652,506.60
Year 6	$7,882,081.80
Year 7	$8,118,544.25
Year 8	$8,362,100.58
Year 9	$8,612,963.60
Year 10	$8,871,352.51

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0570 **Meeting Date:** 8/6/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of Guaranteed Maximum Price (GMP) - Department Public Works, 23RFP139070K -JAJ, Progressive Design-Build Services for Campbellton Road Pump Station and Force Main in an amount not to exceed $20,332,906.00 with Sol Construction, LLC (Atlanta, GA), to perform all final design and construction activities associated with the installation of a new pump station and associated force main pipelines to serve South Fulton County. Effective upon issuance of the Notice to Proceed (NTP) with work to be completed within 24 months of the issuance of the NTP.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with the State of Georgia O.C.G.A § 36-91, Georgia Local Government Public Works Construction Law, all competitive sealed proposals (RFPs) for public works construction projects (CM at Risk, Construction PM, D/B Projects) costing $100,000.00 or more 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: The Campbellton Road Pump Station and its associated forcemain are facilities identified within the South Fulton Capacity Study, which was approved by the BOC under Agenda Item No. 21-0143 on February 17, 2021. Recent discussions with the City of Chattahoochee Hills and the City of South Fulton confirmed the continued need for extension of sanitary sewer services within this portion of the sewer shed in order to support the continued development of this

portion of South Fulton County.

Scope of Work: The Campbellton Road Pump Station and Force Main Project will construct one (1) new pump station and approximately twenty thousand linear feet (3.8 miles) of force main pipeline to serve portions of the Cities of Chattahoochee Hills and South Fulton. The new pump station and force main pipeline will direct untreated wastewater from this section of South Fulton County to existing facilities, directing that flow to the Camp Creek WRF via the Deep Creek Pump Station. The initial design of the project was awarded to the Sol Construction/Prime Engineering JV on July 10, 2024, BOC (Agenda Item No. 24-0484) under the Progressive Design-Build model. The Sol Construction / Prime Engineering JV has provided a Guaranteed Maximum Price (GMP) for the construction of the project based on the 80% design documents. The total GMP for the project in the amount of $20,332,908 has been reviewed by Public Works staff. The $20,332,906.00 GMP includes $728,124.32 (3.4%) in contractor and owner contingencies to address unforeseen construction elements during the construction of the pump stations and installation of the force main pipeline.

Community Impact: This project will support the expected growth and new developments planned for the portions of the cities of Chattahoochee Hills and South Fulton near the intersection of Campbellton-Fairburn Road (SR92) and Cascade Palmetto Hwy (SR154).

Department Recommendation: The Public Works Department recommends approval of this item.

Project Implications: This project aligns with the goals and expectations presented within the South Fulton Capacity Study.

Community Issues/Concerns: Without approval of this Agenda Item the service areas in question will remain unsewered. This Agenda Item allows the expansion of the Fulton County sanitary sewer network within the South Fulton County area.

Department Issues/Concerns: The Department of Public Works has not identified any issues/concerns regarding this project.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0484	7/10/2024	$1,918,000.00
Amendment No. 1 (Extension)	25-0249	4/2/2025	$.00
Amendment No. 2 (GMP)			**$20,332,906.00**
Total Revised Amount			$22,250,906.00

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

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: Amendment No. 2 to Form of Contract

Exhibit 2: GMP Based on 80% Design
Exhibit 3: Contractor Performance Report

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

David E. Clark, Director, Public Works 404-612-2804

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$1,918,000.00
Previous Adjustments:	$0.00
This Request:	$20,332,906.00
TOTAL:	$21,132,906.00

Grant Information Summary

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

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-S171, Water & Sewer R&E, Public Works, Campbellton Pump Station, 20,332,906.00.

Key Contract Terms	
Start Date: BOC Approval	**End Date:** 24 months of NTP issuance
Cost Adjustment:	**Renewal/Extension Terms**: N renewal options

Agenda Item No.: 25-0570 **Meeting Date:** 8/6/2025

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Sol Construction, LLC**

Contract No.: #**23RFP139070K-JAJ Campbellton Pump Station**, **Campbellton PS Progressive Design Build**

Address: **4120 Presidential Pkwy #115**
City, State **Atlanta, GA, GA 30340**

Telephone: **7704551822**

Email: **estimating@solconstructionllc.com**

Contact: **Juliana Gomez**
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Sol Construction, LLC. to provide/perform progressive-design services to support the completion of design and construction for the Campbellton Road Pump Station and its associated forcemain, dated September 5th, 2024, on behalf of the Public Works Department; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, for an additional 2-year period; and

WHEREAS, the County has reviewed and accepted the Guaranteed Maximum Price (GMP) proposal submitted by Sol Construction, LLC to complete the existing design from its current status thru to 100% and to construct the pump stations and associated forcemain in accordance with those specifications, thus necessitating a modification to the existing contract; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on this 6th day of August, 2025 item number #25-_____.

NOW, THEREFORE, the County and the Contractor agree as follows:

This Extension No. 2 to Form of Contract is effective as of the 6th day of August, 2025, between the County and Sol Construction, who agree that all Services specified will be performed by in accordance with this Extension No. 2 to Form of Contract and the Contract Documents for an additional 2-year period, with the contract ending as of the 6th day of August, 2027.

1. **SCOPE OF WORK TO BE PERFORMED:** Completion of the design and construction related to the Campbellton Road Pump and associated forcemain.

2. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed $20,332,906.00 (Twenty million three hundred and thirty-two thousand nine hundred and six dollars).

3. **LIABILITY OF COUNTY:** This Extension 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.

3. **EFFECT OF EXTENSION NO. 2 TO FORM OF CONTRACT:** Except as modified by this Extension 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

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark, Director
Public Works

CONSULTANT:

Sol Construction, LLC

Juliana Gomez
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

CAMPBELLTON PUMP STATION AND FORCE MAIN
ESTIMATED COST OF WORK
GMP BASED ON 80% DESIGN

					80% DESIGN ESTIMATE - 4-25-25								
Line #	COST-CODE	DESCRIPTION	UNIT	QTY	U. PRICE	EXTENSION	LABOR COST	MATERIAL COST	DIRECT SUB COST	EQUIPMENT COST	U. PRICE	TOTAL COST	GMP Estimate 5-7-25
0010	00 10 40	DESIGN AND CONSTRUCTION DOCUMENTS	LS	1	$351,416	$351,416							
0020		Project Management	LS	1	$0	$0	$0	$0	$45,697	$0	$45,697	$45,697	
0030		New wet well	LS	1	$0	$0	$0	$0	$66,343	$0	$66,343	$66,343	
0040		Force Main	LS	1	$0	$0	$0	$0	$193,036	$0	$193,036	$193,036	
0050		Permitting	LS	1	$0	$0	$0	$0	$46,340	$0	$46,340	$46,340	
0070	02 20 00	SURVEYING AND CONSTRUCTION STAKING	LS	1	$140,090	$140,090							
0080		Force Main Staking	LS	1	$0	$0	$0	$0	$82,595	$0	$82,595	$82,595	
0090		Pump Station Staking	LS	1	$0	$0	$0	$0	$25,195	$0	$25,195	$25,195	
0100		As-built	LS	1	$0	$0	$0	$0	$32,300	$0	$32,300	$32,300	
0130	01 31 13	EOR CONSTRUCTION SERVICES	LS	1	$439,665	$439,665							
0140		Project Management CEI Services	LS	1	$0	$0	$0	$0	$114,990	$0	$114,990	$114,990	
0150		CEI Services	LS	1	$0	$0	$0	$0	$324,675	$0	$324,675	$324,675	
0190	01 31 00	CONSTRUCTION PROJECT MANAGEMENT AND GCs	LS	1	$1,162,026	$1,162,026							
0200		Project Management	Month	18	$0	$0	$53,907	$5,123	$0	$4,147	$63,177	$1,137,181	
0210		Temporary Office	Month	12	$0	$0	$0	$0	$0	$1,587	$1,587	$19,045	
0220		Office supplies	Month	18	$0	$0	$0	$322	$0	$0	$322	$5,800	
0250	01 41 26	PERMITTING FEES	LS	1	$11,500	$11,500							
0260		for utility work and LDP	LS	1	$0	$0	$0	$0	$0	$0	$0	$0	
0270		City of Chattahoochee Hills: LDP, Building Permit	LS	1	$0	$0	$0	$0	$0	$0	$0	$0	
0280		State buffer variance	LS	1	$0	$0	$0	$0	$3,500	$0	$3,500	$3,500	
0290		DOT GUPS	LS	1	$0	$0	$0	$0	$4,000	$0	$4,000	$4,000	
0300		CORPS Wetlands: Natiowide permit	LS	1	$0	$0	$0	$0	$4,000	$0	$4,000	$4,000	
0310	01 42 23	TESTING AND SPECIAL INSPECTIONS	LS	1	$106,566	$106,566							
0320		Site Concrete Testing	LS	1	$0	$0	$920	$0	$21,300	$0	$22,220	$22,220	
0330		Site Density Testing	LS	1	$0	$0	$920	$0	$43,600	$0	$44,520	$44,520	
0340		Reinforcing Steel Inspection	LS	1	$0	$0	$920	$0	$7,500	$0	$8,420	$8,420	
0350		Subgrade evaluations (1/2 day)	LS	1	$0	$0	$460	$0	$2,500	$0	$2,960	$2,960	
0360		Mass concrete testing	LS	1	$0	$0	$920	$0	$7,950	$0	$8,870	$8,870	
0370		Soil Proctor	LS	1	$0	$0	$460	$0	$5,000	$0	$5,460	$5,460	
0380		Wet Well Testing	LS	1	$0	$0	$11,961	$2,155	$0	$0	$14,116	$14,116	
0390	01 51 13	TEMPORARY POWER	LS	1	$110,934	$110,934							
0400		Greystone Power (8 months)	Month	8	$0	$0	$0	$0	$1,200	$0	$1,200	$9,600	
0410		Generator power (3 months)	Month	3	$0	$0	$2,990	$0	$0	$11,263	$14,254	$42,761	
0420		Fuel for two generators	Month	3	$0	$0	$0	$19,524	$0	$0	$19,524	$58,573	
0450	01 52 16	SAFETY / SAFETY OFFICER	Month	18	$4,241	$76,334	$3,528	$713	$0	$0	$4,241	$76,334	
0500		0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	
0510	01 53 00	EXCAVATION ACCESS	LS	1	$33,767	$33,767							
0520		Access to wet well pit	Month	6	$0	$0	$3,239	$0	$0	$2,388	$5,628	$33,767	
0570	01 55 13	TEMPORARY ACCESS ROAD	LS	1	$193,665	$193,665							
0580		Build access road for delivery trucks and dump trucks	LF	6700	$0	$0	$1	$4	$0	$9	$14	$93,576	
0590		Maintenance of access road during construction for 18 months	LF	6700	$0	$0	$5	$9	$0	$1	$15	$100,089	

					80% DESIGN ESTIMATE - 4-25-25								
Line #	COST-CODE	DESCRIPTION	UNIT	QTY	U. PRICE	EXTENSION	LABOR COST	MATERIAL COST	DIRECT SUB COST	EQUIPMENT COST	U. PRICE	TOTAL COST	GMP Estimate 5-7-25
0630	01 56 26	SITE SECURITY	LS	1	$37,147	$37,147							
0640		Temporary fence to secure site	LF	6000	$0	$0	$0	$0	$6	$0	$6	$37,147	
0690		**PUMP STATION**											
0700	03 30 53	PUMP STATION CAST-IN-PLACE CONCRETE	CY	209	$712	$148,680							
0710		Furnish and install formwork	LS	1	$0	$0	$14,017	$19,207	$0	$0	$33,224	$33,224	
0720		Furnish and install reinforcing steel	TON	7	$0	$0	$2,820	$2,354	$0	$0	$5,174	$38,576	
0730		CIP Concrete for slabs and pads	CY	209	$0	$0	$168	$269	$0	$3	$439	$91,748	
0760	03 31 00	WET WELL CAST-IN-PLACE CONCRETE	CY	1556	$1,096	$1,704,961							
0770		Furnish and install formwork	LS	1	$0	$0	$146,435	$68,478	$0	$0	$214,913	$214,913	
0780		Furnish and install reinforcing steel	TON	242.9	$0	$0	$650	$1,137	$0	$550	$2,337	$567,668	
0790		CIP Concrete for wet well	CY	1556	$0	$0	$220	$309	$0	$7	$536	$833,513	
0800		Xypex	CY	1556	$0	$0	$0	$57	$0	$0	$57	$88,852	
0820	03 40 00	PRECAST CONCRETE	LS	1	$135,780	$135,780							
0830		Supply and Install precast concrete sewer Manhole Base	EA	2	$0	$0	$2,990	$3,453	$0	$2,994	$9,437	$18,875	
0840		Supply and Install precast concrete sewer Manhole Riser	VF	43	$0	$0	$209	$725	$1,086	$232	$2,251	$96,790	
0850		Supply and Install precast stormwater structures	LS	1	$0	$0	$8,970	$3,873	$0	$7,271	$20,115	$20,115	
0880	05 00 00	MISCELLANEOUS METALS	LS	1	$174,937	$174,937							
0890		Aluminum Access Hatches for Pumps	EA	4	$0	$0	$3,545	$3,460	$0	$1,191	$8,196	$32,784	
0900		72X36 Alum. Access Hatches for Wet Well	EA	2	$0	$0	$2,127	$2,193	$0	$428	$4,748	$9,496	
0910		36X36 Alum. Access Hatches for Wet Well	EA	2	$0	$0	$1,418	$1,229	$0	$428	$3,076	$6,151	
0920		Generator vendor provided Aluminum Stairs and landing	LS	1	$0	$0	$5,317	$17,779	$0	$3,906	$27,002	$27,002	
0930		Pipe Supports	LS	1	$0	$0	$10,635	$29,694	$5,600	$857	$46,785	$46,785	
0940		Monorail Frame Structure	LS	1	$0	$0	$0	$0	$42,930	$0	$42,930	$42,930	
0950		48X24 Stainless Steel Bar Grating for slide gates	EA	3	$0	$0	$1,182	$1,796	$0	$286	$3,263	$9,789	
0960	09 91 00	PAINTING	LS	1	$27,000	$27,000							
0970		Paint exposed pipe and monorail steel structure	LS	1	$0	$0	$0	$0	$27,000	$0	$27,000	$27,000	
1020	09 97 23	CONCRETE COATING	SF	13192	$0	$0							
1030		Coating concrete inside Wet Well with Tnemec Epoxytec	SF	13192	$0	$0	$0	$0	$0	$0	$0	$0	
1080	10 00 00	SPECIALTIES	LS	1	$19,159	$19,159							
1090		Supply and install SST cabinet and fire extinguisher	EA	1	$0	$0	$2,990	$634	$0	$0	$3,624	$3,624	
1100		Supply and install eye/face wash station	EA	1	$0	$0	$2,990	$3,549	$0	$0	$6,539	$6,539	
1110		eye/face wash	LS	1	$0	$0	$1,495	$0	$7,500	$0	$8,995	$8,995	
1140	10 14 00	SIGNAGE	LS	1	$7,091	$7,091							
1150		signs	LS	1	$0	$0	$4,485	$2,605	$0	$0	$7,091	$7,091	
1200	22 13 29	SUBMERSIBLE CHOPPER PUMPS	EA	2	$159,964	$319,928							
1210		Purchase and install chopper pumps	EA	2	$0	$0	$8,970	$138,025	$0	$3,394	$150,390	$300,780	
1220		Grout and install anchors for pump bases	EA	2	$0	$0	$2,990	$2,099	$0	$0	$5,089	$10,178	
1230		Startup	EA	1	$0	$0	$8,970	$0	$0	$0	$8,970	$8,970	
1260	26 00 00	ELECTRICAL, VFDS AND ATS	LS	1	$1,254,485	$1,254,485							
1270		Supply and Install Electrical work and components	EA	1	$0	$0	$0	$0	$1,250,000	$0	$1,250,000	$1,250,000	
1280		Power service coordination	EA	1	$0	$0	$4,485	$0	$0	$0	$4,485	$4,485	
1320	26 32 13	GENERATOR	LS	1	$168,151	$168,151							
1330		Purchase and install 450kW generator	EA	1	$0	$0	$4,871	$153,476	$0	$3,715	$162,061	$162,061	
1340		Startup	EA	1	$0	$0	$2,435	$2,155	$1,500	$0	$6,090	$6,090	
1380	31 10 00	CLEARING	LS	1	$47,547	$47,547							
1390		Clearing, removal of trees and stumps	ACRE	2	$0	$0	$460	$0	$23,314	$0	$23,774	$47,547	

					80% DESIGN ESTIMATE - 4-25-25								
Line #	COST-CODE	DESCRIPTION	UNIT	QTY	U. PRICE	EXTENSION	LABOR COST	MATERIAL COST	DIRECT SUB COST	EQUIPMENT COST	U. PRICE	TOTAL COST	GMP Estimate 5-7-25
1440	31 22 00	GRADING	LS	1	$64,592	$64,592							
1450		Rough grading around ww, floodplain and wet well pit	CY	17406	$0	$0	$1	$0	$1	$2	$4	$64,592	
1460	31 23 00	SITE EXCAVATION	LS	1	$128,510	$128,510							
1470		Cut for final site grading including driveway	CY	12626.5	$0	$0	$2	$0	$2	$2	$6	$74,699	
1480		Fill for final site grading including driveway	CY	17405	$0	$0	$1	$0	$1	$1	$3	$53,811	
1490	31 23 16	STRUCTURAL EXCAVATION	LS	1	$1,108,414	$1,108,414							
1500		Dirt excavation	CY	4025	$0	$0	$3	$0	$10	$50	$62	$250,979	
1510		Install shoring and support System	LF	30	$0	$0	$1,287	$0	$18,000	$555	$19,841	$595,244	
1520		Rock excavation	CY	1200	$0	$0	$64	$0	$21	$55	$141	$169,373	
1530		Backfill around the completed wet well structure	CY	730	$0	$0	$59	$0	$0	$68	$127	$92,818	
1550	31 23 19	DEWATERING	LS	1	$88,895	$88,895							
1560		Installation and operation of six (6) dewatering wells	LS	1	$0	$0	$0	$3,771	$38,000	$0	$41,771	$41,771	
1570		Installation of discharge piping	LS	1	$0	$0	$0	$0	$9,000	$0	$9,000	$9,000	
1580		Monitoring and maintenance of dewatering system	LS	1	$0	$0	$38,124	$0		$0	$38,124	$38,124	
1610	31 25 00	PUMP STATION EROSION CONTROL	SF	87120	$2	$184,251							
1620		Water Quality Monitoring	Month	18	$0	$0	$0	$0	$500	$0	$500	$9,000	
1630		Install Silt Fence	LF	1125	$0	$0	$0	$0	$3	$0	$3	$3,578	
1640		Install Temp Construction Entrance	EA	2	$0	$0	$0	$0	$2,572	$0	$2,572	$5,144	
1650		Install Temp grassing (four times)	ACRE	8	$0	$0	$0	$0	$1,298	$0	$1,298	$10,384	
1660		Install Temp mulching (four times)	ACRE	8	$0	$0	$0	$0	$993	$0	$993	$7,944	
1670		Install Concrete Washdown	EA	2	$0	$0	$0	$0	$2,500	$0	$2,500	$5,000	
1680		Install Slope Stabilization	SY	5310	$0	$0	$0	$0	$1	$0	$1	$6,851	
1690		Install Permanent grassing	ACRE	2	$0	$0	$0	$0	$1,775	$0	$1,775	$3,550	
1700		Erosion Control Maintenance	LS	1	$0	$0	$39,600	$0	$93,201	$0	$132,801	$132,801	
1710	32 14 00	PUMP STATION SITE IMPROVEMENTS	SF	13910	$9	$119,926							
1720		Supply and Install Pump Station Pavers	SF	13910	$0	$0	$3	$5	$0	$1	$9	$119,926	
1770	32 14 00	ACCESS ROAD	SF	6200	$11	$66,379							
1780		Supply and install access road pavers	SF	6200	$0	$0	$3	$5	$0	$2	$11	$66,379	
1830	32 30 00	BOLLARDS	EA	30	$1,064	$31,930							
1840		Supply, install and paint 8" diam x 42" tall fixed Bollards	EA	30	$0	$0	$399	$600	$65	$0	$1,064	$31,930	
1890	32 31 00	FENCE	LF	608	$59	$36,000							
1900		rolling gate	LF	608	$0	$0	$0	$0	$59	$0	$59	$36,000	
1950	32 90 00	LANDSCAPING	LS	1	$141,850	$141,850							
1960		Furnish & install trees (Size: 1")	EA	184	$0	$0	$187	$345	$35	$25	$592	$108,918	
1970		Soil preparation	LS	1	$0	$0	$5,731	$6,683	$0	$0	$12,414	$12,414	
1980		Fertilization, mulching and watering	LS	1	$0	$0	$11,711	$8,807	$0	$0	$20,519	$20,519	
2010	33 21 00	WATER WELL	LS	1	$45,439	$45,439							
2020		6" water well (10 HP - 100GPM)	LS	1	$0	$0	$3,261	$0	$42,178	$0	$45,439	$45,439	
2070	33 70 00	PERMANENT POWER	LS	1	$65,931	$65,931							
2080		Power service	LS	1	$0	$0	$4,681	$0	$61,250	$0	$65,931	$65,931	
2130	33 30 00	INFLUENT GRAVITY SEWER	LS	1	$189,833	$189,833							
2140		Install bedding for gravity sewer pipe	TON	78	$0	$0	$77	$86	$0	$96	$259	$20,208	
2150		Purchase and Install HDPE DR 17 Gravity Sewer Pipe	LF	225	$0	$0	$153	$77	$0	$448	$679	$152,664	
2160		Testing for Pipe	LF	225	$0	$0	$53	$0	$22	$0	$75	$16,961	

					80% DESIGN ESTIMATE - 4-25-25								
Line #	COST-CODE	DESCRIPTION	UNIT	QTY	U. PRICE	EXTENSION	LABOR COST	MATERIAL COST	DIRECT SUB COST	EQUIPMENT COST	U. PRICE	TOTAL COST	GMP Estimate 5-7-25
2190	33 34 00	WET WELL AND YARD PIPING	LS	1	$841,538	$841,538							
2200		Purchase and Install Wet Well Piping	LF	158	$0	$0	$151	$26	$0	$290	$468	$73,887	
2210		Purchase and Install Yard piping	LF	753	$0	$0	$127	$171	$0	$40	$339	$255,084	
2220		Purchase and install valves	EA	17	$0	$0	$1,055	$11,274	$0	$118	$12,448	$211,612	
2230		Purchase and install fittings	LS	1	$0	$0	$23,921	$223,325	$0	$2,675	$249,921	$249,921	
2240		Heat trace and insulate water line at Hose Bib	LS	1	$0	$0	$2,990	$0	$7,500	$0	$10,490	$10,490	
2250		Testing Pipe	LF	465	$0	$0	$51	$0	$0	$0	$51	$23,921	
2260		Backfill	LS	1	$0	$0	$14,951	$0	$0	$1,672	$16,623	$16,623	
2270	35 20 16.26	SLUICE GATES	LS	1	$126,359	$126,359							
2280		Supply and install 24"x36" Stainless Steel slide gates	EA	2	$0	$0	$8,746	$20,855	$1,625	$6,920	$38,147	$76,293	
2290		Supply and install 24"x24" Stainless Steel sluice gate	EA	1	$0	$0	$9,419	$25,485	$3,250	$5,932	$44,085	$44,085	
2300		Startup	LS	1	$0	$0	$5,980	$0	$0	$0	$5,980	$5,980	
2330	40 90 00	INSTRUMENTATION AND SCADA	LS	1	$285,010	$285,010							
2340		with Remote SCADA, Security Camera Systems and	LS	1	$0	$0	$17,941	$4,849	$257,220	$0	$280,010	$280,010	
2350		Startup, training and O& Manuals	LS	1	$0	$0	$0	$0	$5,000	$0	$5,000	$5,000	
2390	41 22 00	HOIST CRANE	LS	1	$31,349	$31,349	$0	$0	$0	$0	$0	$0	
2400		Supply and Install 3-Ton electrical hoist	EA	1	$0	$0	$2,990	$22,359	$3,200	$0	$28,549	$28,549	
2410		Supply and Install light fixture for monorail	EA	1	$0	$0	$0	$2,799	$0	$0	$2,799	$2,799	
2450	44 31 16	ODOR CONTROL	LS	1	$422,976	$422,976							
2460		Supply and install radial flow odor control system	EA	1	$0	$0	$11,961	$393,255	$0	$6,519	$411,735	$411,735	
2470		Startup and testing	EA	1	$0	$0	$4,485	$4,256	$2,500	$0	$11,241	$11,241	
2510	46 41 00	MIXING SYSTEM	LS	1	$54,107	$54,107							
2520		Supply and install Wet well mixing system	EA	4	$0	$0	$3,364	$8,299	$0	$0	$11,663	$46,653	
2530		Supply and install mixer with fiberglass enclosure	EA	1	$0	$0	$1,495	$5,959	$0	$0	$7,454	$7,454	
2570		**FORCE MAIN**											
2580	31 10 00	CLEARING	LF	8600	$24	$206,400	$0	$0	$24	$0	$24	$206,400	
2690	31 25 00	EROSION CONTROL	LS	1	$207,600	$207,600	$0	$0	$0	$0	$0	$0	
2700		Straw, Hay, Mulch, Seed FM	SF	263867	$0	$0	$0	$0	$0	$0	$0	$79,160	
2710		Straw, Hay, Mulch, Seed Gravity Sewer	SF	20000	$0	$0	$0	$0	$0	$0	$0	$6,000	
2720		Silt Fence (Double Row)	LS	19288	$0	$0	$0	$5	$0	$0	$5	$96,440	
2730		Construction Exit	EA	6	$0	$0	$1,027	$1,548	$0	$676	$3,250	$19,500	
2740		Stone Check Dam	EA	10	$0	$0	$215	$272	$0	$164	$650	$6,500	
2750	32 12 00	ASPHALT ROADWAY REPLACEMENT	SF	18300	$0	$0	$0	$0	$0	$0	$0	$0	
2810	32 15 00	10" GRAVEL ROADWAY REPLACEMENT	SY	7578	$33	$250,074	$5	$24	$0	$5	$33	$250,074	
2870	33 05 13	MANHOLE W/ PLUG VALVE	EA	4	$64,608	$258,432	$6,684	$47,439	$0	$10,485	$64,608	$258,432	
2930	33 05 13	MANHOLE W/ ARV	EA	7	$21,318	$149,226	$5,177	$7,211	$0	$8,930	$21,318	$149,226	
2990	33 05 13	FORCE MAIN DISCHARGE MANHOLE	EA	1	$35,250	$35,250	$8,245	$12,777	$4,394	$9,835	$35,250	$35,250	
3050	33 05 13	60" DIA MANHOLES	EA	5	$0	$0	$0	$0	$0	$0	$0	$0	
3110	33 05 13	DOGHOUSE MANHOLE SMH 1	EA	1	$59,423	$59,423	$9,486	$29,083	$3,681	$17,173	$59,423	$59,423	
3170	33 05 23	FORCE MAIN JACK AND BORE- ROCK	LF	400	$2,271	$908,400	$0	$240	$2,031	$0	$2,271	$908,400	
3230	33 05 23	FORCE MAIN JACK AND BORE- DIRT	LF	130	$1,143	$148,590	$0	$111	$0	$1,032	$1,143	$148,590	
3290	33 05 23	GRAVITY SEWER 48" JACK AND BORE	LF	125	$0	$0	$0	$0	$0	$0	$0	$0	
3300		ARV and manhole (change GS to FM)	EA	1	$21,318	$21,318	$5,177	$7,211	$0	$8,930	$21,318	$21,318	
3350	33 31 00	36" HDPE GRAVITY SEWER PIPING	LF	974	$0	$0	$0	$0	$0	$0	$0	$0	
3410	33 31 00	GRAVITY SEWER TESTING	LF	974	$0	$0	$0	$0	$0	$0	$0	$0	
3420		Air Testing/CCTV	LF	974	$0	$0	$0	$0	$0	$0	$0	$0	
3470	33 34 00	CONNECT FORCE MAIN AT STA 09+63	EA	1	$11,569	$11,569	$4,183	$1,071	$0	$6,314	$11,569	$11,569	
3530	33 34 00	FORCE MAIN PIPING	LS	1	$5,169,462	$5,169,462	$0	$0	$0	$0	$0	$0	$0
3540		24" HDPE DR11 DIPS	LF	19962	$0	$0	$56	$123	$0	$73	$251	$5,010,462	-$5,010,462

					80% DESIGN ESTIMATE - 4-25-25								
Line #	COST-CODE	DESCRIPTION	UNIT	QTY	U. PRICE	EXTENSION	LABOR COST	MATERIAL COST	DIRECT SUB COST	EQUIPMENT COST	U. PRICE	TOTAL COST	GMP Estimate 5-7-25
3550		HDPE Fittings	LF	19288	$0	$0	$1	$6	$0	$1	$8	$159,000	
3560		18" HDPE DR11 DIPS	LF	19962	$0	$0	$46	$113	$0	$63	$221	$4,411,602	$4,411,602
3590	33 34 00	FORCE MAIN TESTING	LF	19288	$2	$29,288	$1	$1	$0	$0	$2	$29,288	
3650	33 34 00	MARKER BALLS	EA	246	$155	$38,064	$45	$63	$0	$48	$155	$38,064	
3710	33 34 00	PROGRAMMABLE LOCATOR WAND	EA	1	$5,895	$5,895	$0	$5,895	$0	$0	$5,895	$5,895	
3770	33 41 00	54" STORM DRAIN	LF	80	$0	$0	$0	$0	$0	$0	$0	$0	
3830					**COST OF WORK**	**18,203,107.90**							**-598,860.00**
3840		INSURANCE			0.25%	$45,507.77							-$1,497.15
3850		BOND			0.75%	$136,523.31							-$4,491.45
3860		MATERIAL ESCALATION			1.50%	$273,046.62							-$8,982.90
3870		CONSTRUCTION CONTINGENCY			2.00%	$364,062.16							-$11,977.20
3880		FEE			9.00%	$1,638,279.71							-$53,897.40
3890					**SUBTOTAL**	**20,660,527.47**							**-679,706.10**
3900		OWNER CONTINGENCY			2.00%	$364,062.16							-$11,977.20
3910					**INCLUDING OWNER CONTIGENCY**	**21,024,589.62**							**-691,683.30**
3920									**Total GMP 5-7-25 INCLUDING OWNER CONTIGENCY**				**$20,332,906**

Performance Evaluation Details

ID	E3
Project	Progressive Design/Build Campbellton Pump Station
Project Number	23RFP139070K-JAJ
Supplier	Sol Construction, LLC
Supplier Project Contact	Sol Estimating (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	03/24/2025 to 06/23/2025
Effective Date	06/30/2025
Evaluation Type	Formal
Interview Date	06/23/2025
Expectations Meeting Date	06/24/2025
Status	Completed
Publication Date	06/30/2025 02:11 PM EDT
Completion Date	06/30/2025 02:11 PM EDT
Evaluation Score	79

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 Vendor understands the project objective, risks and Contract requirements provided by project team. Understands the boundaries of the project to achieve the specific goals in meeting project timelines.

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 Vendor managed project schedule effectively and when the scope creep that led to delay and cost increase, it was not at no fault to the Vendor.

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 Deliverables such as draft specifications had a number of issues.

TECHNICAL SUPPORT DURING CONSTRUCTION **17/20**

Rating

Excellent: Commendable. Contractor submissions are expedited on some occasions.

Comments Vendor expedites technical support during design phase.

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 No known issues with compliance with Contract documents observed this period.

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0571 **Meeting Date:** 8/6/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Roswell, GA for water main betterments and relocations associated with the road improvements to Woodstock Road between SR-92 and Allenbrook Lane in the City of Roswell, GA, in an estimated amount of $1,223,520.00.

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

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Scope of Work: The City of Roswell is currently planning on improving Woodstock Road between

SR-92 and Allenbrook Lane. The project will include road widening with landscaped medians and sidewalk improvements. As part of this roadway project, approximately 3760 linear feet of 10-inch cast iron water main with appurtenances will be required to be relocated within the current right-of-way. Water service will remain uninterrupted during the construction period. This project involves replacing an existing 10-inch cast iron (CI) waterline with a new 10-inch ductile iron (DI) waterline as a system betterment. Ductile iron is a superior material for water mains due to its increased strength, flexibility, and durability. Unlike cast iron, ductile iron better withstands ground movement, internal pressure, and external loads, significantly reducing the risk of pipe failure. Its enhanced corrosion resistance and compatibility with modern jointing systems contribute to a longer service life and reduced maintenance costs. The City of Roswell will bid on the roadway improvements in July 2025. The City of Roswell is now requesting the execution of an Intergovernmental Agreement (IGA) between Fulton County and the City of Roswell to allow the City of Roswell to include the water main relocation work as part of their project. Fulton County would then reimburse the City of Roswell after the construction work has been completed by their contractor. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction is done to Fulton County standards. The cost of the relocation and installation of the impacted water mains is $1,223,520.00 and has been budgeted for as part of the water and sewer fund and included in the 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County has a 10-inch (CI) water main serving properties along this section of Woodstock Road. The road improvements will affect the existing water lines that serve the developments in this area as well as the distribution system into the City of Roswell. There will be isolated water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost-effective way to complete the water main relocations is by allowing the City of Roswell to bid out the work as part of their roadway project. Therefore, Public Works recommends that Fulton County enter into the proposed Intergovernmental Agreement (IGA).

Project Implications: The road improvements impact the existing water mains due to modifications of existing grades as a result of road widening along Woodstock Road that will require the water main to be relocated and valves to be adjusted to match the proposed roadway surface. The existing water main relocations must occur to maintain water service in this area.

Community Issues/Concerns: During construction of the relocations, water service is to be maintained and temporary interruptions may occur during tie-ins with the existing water main.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed Intergovernmental Agreement (IGA). This type of arrangement between the City of Roswell and Fulton County has worked well on past projects.

Contract Modification

New Procurement

Agenda Item No.: 25-0571 **Meeting Date:** 8/6/2025

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

The City of Roswell

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

Exhibit-A IGA Woodstock Road
Exhibit-B Cost Estimate Woodstock Road

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

The City of Roswell

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$1,223,520.00
TOTAL:	$1,223,520.00

Fiscal Impact / Funding Source

Funding Line 1:

Water & Sewer Renewal and Extension Fund, 203-540-5400-H065

INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND CITY OF ROSWELL, GEORGIA

FOR CONSTRUCTION OF APPROXIMATE 3760 LF WATERLINE ALONG WOODSTOCK ROAD BETWEEN STATE ROUTE 92 AND CRABAPPLE MIDDLE SCHOOL

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is executed as of ____ day of _____, 2025, by and between the **CITY OF ROSWELL, GEORGIA** (the "CITY"), a municipality of the State of Georgia, and **FULTON COUNTY GEORGIA** (the "COUNTY"), a political subdivision of the State of Georgia. The term "Party" refers individually to either the City or the County and the term "Parties" refers to both City and County.

WHEREAS, the CITY proposes to undertake a project to enhance Woodstock Road between State Route 92 and Crabapple Middle School by contract through its competitive bidding procedures; and

WHEREAS, the COUNTY has the following (sewer and water utility facilities that must be adjusted or relocated as a result of the proposed contract, including a fire hydrant, water main, water meter, and valves, as shown on construction plans for the project; and

WHEREAS, the COUNTY does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the contract to be let to bid by the CITY; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I(a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the COUNTY and the CITY desire to enter into an IGA relating to the improvement of the area identified above and the relocation of the County's utilities; and

WHEREAS, as consideration for the CITY performing the project, the COUNTY will reimburse relocation cost to the CITY; and

WHEREAS, the COUNTY and the CITY have determined that this IGA serves the best interest of all Parties and their citizens.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the Parties hereinafter set forth, and for the public purposes

herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is to meet the public purpose of transportation and infrastructure improvements including improvements to water and sewer infrastructure.

II. COMPENSATION AND PAYMENT.

The total estimated cost of the project contemplated under this IGA is $1,223,520.00 (One Million Two Hundred Twenty-Three Thousand Five Hundred Twenty Dollars). $1,223,520.00 shall be the total contribution of the COUNTY to the work contemplated under this IGA and is the maximum amount of the COUNTY's obligation under this IGA, unless the IGA is amended by the Parties. It is agreed that the compensation hereinafter specified includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either Party, pursuant to the provisions of this IGA, terminate the project under this IGA, the performing Party shall be paid for the percentage of project completed at the point of termination.

III. OVERVIEW.

The project contemplated by this IGA consists of:

The CITY shall undertake the contracting and constructing approximate **3760 LF of waterline along Woodstock Road between State Route 92 and Crabapple Middle School.** Upon completion of the project and upon certification by the CITY'S engineers that the project has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted and additional facilities and will thereafter operate and maintain said facilities without further cost to the CITY or its contractor.

IV. FULTON COUNTY'S RESPONSIBILITIES.

1. The COUNTY shall undertake the project design and submit a cost estimate to the CITY for its utility relocation based on GDOT specifications and mean item summary.

2. The plans and estimate for the utility work shall be subject to approval of the COUNTY prior to advertising for bids.

3. The COUNTY shall have the right to visit and to inspect the project at any time and to advise the CITY'S Engineer-in-Charge of any observed discrepancies or potential problems.

4. The COUNTY shall respond, in a timely manner, to any issue that may arise during the

construction phase. Every effort shall be made not to delay the contractor under any circumstances.

5. The COUNTY is responsible for reimbursing all material and labor costs to the CITY related to specified utility relocations for this project. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within thirty (30) days after request by the CITY.

V. CITY OF ROSWELL'S RESPONSIBILITIES.

1. The CITY shall undertake the contracting and assume responsibility for its management and completion.

2. The plans and estimate for the utility work shall be subject to approval of the CITY prior to advertising for bids.

3. All work, necessary for the adjustment or relocation of the described utilities in accordance with the final plans when approved, shall be included in the contract and let to bid by the CITY.

4. All construction, engineering and contract supervision shall be the responsibility of the CITY. The CITY shall be responsible for assuring that all utility work is accomplished in accordance with the plans and specifications and consult with the COUNTY before authorizing any changes or deviations which affect the COUNTY's facilities.

5. The CITY shall respond, in a timely manner, to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.

2. It is not the intent of this IGA to restrict the Parties to this IGA from involvement or participation with any other public or private individuals, agencies or organizations.

3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties, except as specifically provided in this IGA.

4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

VII. TERM.

This IGA shall be effective upon execution by both Parties and continue until 12/31/2027, unless the IGA is terminated by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time.

VIII. TERMINATION.

Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or

2. Without cause, if the terminating Party gives ninety (90) days prior written notice to the other Party.

IX. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or that stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to its officials, officers and employees. The CITY shall ensure that any contractor retained or selected to provide services related to the project contemplated in this agreement shall agree to indemnify and hold harmless the COUNTY as well as the COUNTY's commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which they may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of the COUNTY's negligence (except that no party shall be indemnified for their own sole negligence). Any contractor retained by the CITY, if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising therefrom in which the COUNTY, and/or the COUNTY's commissioners, officers, officials, employees, and agents, are named as a party, and the contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the COUNTY, and/or COUNTY's commissioners, officers, officials, employees, and agents, arising there from. The CITY shall ensure that the provisions of this Article are included in all contracts and subcontracts.

X. INSURANCE.

Prior to beginning work, the CITY shall obtain and furnish, and where the CITY is utilizing the services of a contractor to carry out the work shall also cause its contractors to obtain and furnish, certificates of insurance in which Fulton County is named as an "Additional Insured" for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence.
iii. Property Damage Insurance in an amount of not less than fifty thousand dollars ($50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars ($100,000).
iv. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

Insurance shall be maintained in full force and effect during the life of this IGA and until final completion of the work contemplated under this IGA. The scope and coverage of the insurance protection shall extend beyond the completion of the project until the expiration of any applicable statutes of limitations. The CITY shall retain the right to satisfy any or all of its insurance obligations under this IGA by means of a Self-Funded Plan or Program.

XI. CONFIDENTIALITY.

The CITY agrees to establish appropriate administrative, technical, and physical safeguards to ensure that it does not provide and make available confidentiality, protected, proprietary or privileged data related to the project. The CITY agrees to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

XII. REPRESENTATIONS REGARDING DATA.

Each Party has made its best efforts to ensure the accuracy and completeness of the information and data transferred or made available through the performance of the IGA. Neither Party makes any warranties or representations to the public, to the other Party or to third parties regarding data made available through the performance of the IGA. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Neither Party to this IGA accepts any liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warrantee of any kind concerning fitness of use. Neither Party to this IGA shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

XIII. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. The CITY shall perform its responsibilities under this IGA, commencing on receipt of written "Notice to Proceed" from the COUNTY, and shall complete the Project based on the construction time.

XIV. REVIEW OF WORK.

Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the CITY. Acceptance shall not relieve the CITY of its professional obligation to correct, at its expense, any of its errors in the work. The COUNTY's review recommendations shall be incorporated into the work activities of the CITY.

The CITY shall keep accurate records in a manner approved by the COUNTY with regard to the activities conducted under this IGA and submit to the COUNTY upon request, such information as is required in order to ensure compliance with this agreement.

XV. MISCELLANEOUS.

A. **Entire Agreement; Counterparts**. This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including any attached exhibits, sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the COUNTY and the CITY, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

B. **Governing Law**. This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.

C. **Limitation on liability**. No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity.

D. **Representations and Warranties of the Parties**. In furtherance of the public purposes of this IGA, the COUNTY and the CITY hereby represent and warrant to each other (which

representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

1. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations of the Parties, will be legally binding upon the same, and will be enforceable in accordance with the terms thereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1, *et seq.*

2. **Public Purpose**. This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Para. 1(a); (iii) does not authorize the creation of "new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Para. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any Party in matters of government and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

E. **No Conflicting Agreements**. The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY and/or the CITY are a Party or which purports to be binding upon said Parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State. The representations and warranties contained in this Section E shall be true and correct as of the date hereof and such representations and warranties, and the obligation of COUNTY and CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges

and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.

F. **Assignment; Binding Effect**. The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of the COUNTY and the CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

G. **No Third-Party Beneficiaries**. This IGA is made between and limited to the COUNTY and the CITY, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the COUNTY and the CITY, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

I. **Relationship of Parties**. Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.

J. **Survival of Representations**. All terms, conditions, covenants, warranties contained in this IGA shall survive the termination of this IGA.

K. **Notices**. Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To Fulton County:

Abul K. Howlader
Engineering Administrator
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

To City of Roswell:

Dan Weisel
Utility Coordination Manager
Department of Transportation
38 Hill Street, Suite 235
Roswell, GA, 30075

L. Severability Clause. In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

City of Roswell

By: _____
Kurt M. Wilson, Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

FULTON COUNTY, GEORGIA

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

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By: _____
Office of the County Attorney

Woodstock Road MUT from SR92 to CantonCrabapple Phase 1

WATER MAIN INSTALLATION QUANTITIES & COST ESTIMATE

PAY ITEM #			ITEM	SIZE	QUANTITY	UNIT	Unit Cost	AMOUNT
171	-	0030	TEMPORARY SILT FENCE, TYPE C		3600	LF	$6.00	$21,600.00
441	-	104	CONC SIDEWALK 4 IN	4" THICK IF RQ	30	SY	$50.00	$1,500.00
500	-	3101	CLASS A CONCRETE		40	CY	$175.00	$7,000.00
611	-	8120	ADJUST WATER METER BOX TO GRADE		4	EA	$800.00	$3,200.00
611	-	8140	ADJUST WATER VALVE BOX TO GRADE		6	EA	$800.00	$4,800.00
600	-	0001	FLOWABLE FILL		50	CY	$300.00	$15,000.00
615	-	1000	JACK & BORE	18" IF RQ	50	LF	$250.00	$12,500.00
670	-	1060	WATER MAIN, 6 IN, DIP	6"	60	LF	$80.00	$4,800.00
670	-	1080	WATER MAIN, 8 IN, DIP	8"	100	LF	$120.00	$12,000.00
670	-	1100	WATER MAIN, 10 IN, DIP	10"	3600	LF	$160.00	$576,000.00
670	-	1500	CUT & PLUG OR REMOVE EXISTING WATER MAIN		4	EA	$6,000.00	$24,000.00
670	-	1900	INLINE PLUG		1	EA	$2,000.00	$2,000.00
670	-	2500	INSERT VALVE 10" DIA	IF RQ	2	EA	$25,000.00	$50,000.00
670	-	2080	GATE VALVE, 8 IN	8" IF RQ	1	EA	$8,000.00	$8,000.00
670	-	2100	GATE VALVE, 10 IN	10"	12	EA	$10,000.00	$120,000.00
670	-	2002	VALVE MARKER		30	EA	$50.00	$1,500.00
670	-	3087	TAPPING SLEEVE & VALVE ASSEMBLY	8 IN x 8 IN	2	EA	$12,000.00	$24,000.00
670	-	3108	TAPPING SLEEVE & VALVE ASSEMBLY	10IN x 10 IN	2	EA	$18,000.00	$36,000.00
670	-	4000	FIRE HYDRANT	w/6" GV	9	EA	$7,500.00	$67,500.00
669	-	5620	WATER SERVICE LINE, 3/4 IN	3/4-inch	100	LF	$30.00	$3,000.00
670	-	5010	WATER SERVICE LINE, 1 IN	1-inch	100	LF	$45.00	$4,500.00
670	-	5020	WATER SERVICE LINE, 2 IN	2-inch	100	LF	$55.00	$5,500.00
670	-	9710	RELOCATE EXITING FIRE HYDRANT		2	EA	$2,500.00	$5,000.00
670	-	9720	RELOCATE EXITING WATER VALVE, INC BOX		3	EA	$1,200.00	$3,600.00
670	-	9730	RELOCATE EXITING WATER METER, INC BOX		3	EA	$1,200.00	$3,600.00
670	-	9920	REMOVE EXIST FIRE HYDRANT		2	EA	$1,000.00	$2,000.00
611	-	8050	ADJUST MH TO GRADE	IF RQ	1	EA	$1,000.00	$1,000.00
			Note: All pipe fittings & accessories shall be included with pipe (LF) price.					**$1,019,600.00**
			Task Allowance: (As designated by Fulton County Project Manag		20%			$203,920.00
			TOTAL COST					**$1,223,520.00**
			Note: No extra payment for traffic control & grading, it will be covered by pipe installation cost					

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0572 **Meeting Date:** 8/6/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Milton, GA, for water main relocations associated with the Birmingham Road Culvert Bridge Replacement Project near Manor Trace in the City of Milton, GA, in the estimated amount of $206,400.00.

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

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Scope of Work: The City of Milton is currently planning the Birmingham Road Culvert Bridge

Replacement Project near Manor Trace, which includes road widening and the replacement of the existing culvert bridge. As part of this roadway project, approximately 150 linear feet of 12-inch water main, along with associated appurtenances, will need to be relocated within the existing right-of-way. Water service will remain uninterrupted throughout the construction period. The City of Milton bid the Culvert Bridge Replacement Project in June 2025 and is now requesting the execution of an Intergovernmental Agreement (IGA) with Fulton County. This agreement would allow the City to include the water main relocation as part of its project. Upon completion of the relocation work by the City's contractor, Fulton County will reimburse the City of Milton for the associated costs. Fulton County staff will be present during the water main relocation to ensure that the construction meets County standards. The total estimated cost for the relocation and installation of the affected water mains is $206,400.00. This amount has been budgeted under the Water and Sewer Fund and is included in the County's 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County operates a 12-inch water main that serves properties along this section of Birmingham Road. The Culvert Bridge replacement will impact the existing water lines that serve developments in the area, as well as the broader distribution system within the City of Milton. During construction, there will be isolated water outages as services are disconnected from the existing main and reconnected to the new main.

Department Recommendation: The Department of Public Works believes the most cost-effective approach to completing the water main relocations is to allow the City of Milton to include the work in its bid for the Culvert Bridge Replacement Project. Therefore, the Department recommends that Fulton County enter into an Intergovernmental Agreement (IGA) with the City of Milton.

Project Implications: The Culvert Bridge replacement along Birmingham Road will impact the existing water mains due to grade modifications that will require the relocation of the water main and adjustment of valves to match the proposed roadway surface. These relocations are necessary to maintain uninterrupted water service in the area.

Community Issues/Concerns: During the relocations, water service will be maintained although temporary interruptions may occur during tie-ins with the existing water main.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed Intergovernmental Agreement (IGA). This type of arrangement between the City of Milton and Fulton County has worked well on past projects.

Contract Modification

New Procurement

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

The City of Milton

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

Exhibit "A"-IGA-Birmingham Road

Exhibit "B"- Cost Estimate Birmingham Road

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

The City of Milton

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$206,400.00
TOTAL:	$206,400.00

Fiscal Impact / Funding Source

Funding Line 1:

Water & Sewer Renewal and Extension Fund, 203-540-5400-H065

INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND CITY OF MILTON, GEORGIA

For Birmingham Road Bridge Culvert Project

THIS INTERGOVERNMENTAL AGREEMENT (this "**IGA**") is executed as of the 14th day of April, 2025, by and between **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia ("**City**"), and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**Fulton County**"). The term "**Party**" refers individually to either City or Fulton County and the term "**Parties**" refers to both City and Fulton County.

WHEREAS, City has undertaken a project to replace a bridge on Birmingham Road near the intersection with Manor Trace and the Hampton Manor subdivision with a triple box culvert (the "**Project**") through its competitive bidding procedures; and

WHEREAS, Fulton County has the following utility (Water) facilities which must be adjusted, added, or relocated and provided connection along the new roadway as a result of the proposed Project (hereinafter called the "**Utilities Relocation**"); the facilities include fire hydrants, a water main, water meters, and valve boxes, as shown on construction plans for the Project; and

WHEREAS, Fulton County does not have adequate equipment or staff to adjust or relocate its facilities or for other reasons considers it advantageous to have this work included in City's construction contract; and

WHEREAS, the plans and specifications for the Utilities Relocation (hereinafter called the "**Plans**") have been approved by both City and Fulton County and are attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Fulton County and City desire to enter into this IGA wherein City, through its contractor, can adjust and relocate Fulton County's facilities in an economical and efficient manner without disruption to the Project; and

WHEREAS, as consideration for City adjusting, adding, or relocating Fulton County's facilities, Fulton County will reimburse the cost to City; and

WHEREAS, Fulton County and City have determined that this IGA serves the best interest of all Parties and their citizens by improving public infrastructure.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants, and undertakings of the Parties hereinafter set forth, and for the public purposes herein contained and provided for, Fulton County and City covenant, agree, and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and infrastructure improvements, including water facilities.

II. COMPENSATION AND PAYMENT.

1. The approximate non-binding pre-let estimate of the total cost of the Utilities Relocation work contemplated under this IGA, subject to change based upon bid acceptance and as otherwise provided herein, is $206,400.00 (Two Hundred Six Thousand Four Hundred and 00/100 Dollars) based on Fulton County's estimate attached hereto and incorporated herein as **Exhibit "B"**. Fulton County shall pay 100 percent of the final cost of the Utilities Relocation work performed on behalf of Fulton County to City, as such cost is determined pursuant to the terms of this IGA. It is agreed that the compensation specified includes both direct costs and indirect costs, specifically including overhead expenses but excluding attorney's fees, incurred in the performance of this IGA.

2. As soon as practicable after the opening of bids and acceptance of a bid by City, City shall notify Fulton County in writing of the cost amount due City.

3. City will submit invoices for progress payments to Fulton County monthly, quarterly, and/or after completion of the Utilities Relocation work. Fulton County shall pay such invoices within thirty (30) days from receipt until and through completion of the Utilities Relocation work. City shall submit a final invoice to Fulton County as provided herein.

4. In the event there is a change in the Project or it becomes necessary to add pay items that are not provided for in this IGA, City shall negotiate prices with the construction contractor and enter into a supplemental agreement with the contractor for completion of the additional items, after obtaining the written consent of Fulton County on items that affect the Utilities Relocation. Once approved, Fulton County shall bear 100 percent of the additional cost of the Utilities Relocation, including, without limitation, the cost of any improvements or betterments to the water facilities requested by Fulton County, as determined in accordance with this IGA.

5. The final cost of the Utilities Relocation work performed on behalf of Fulton County shall be determined by measurement of the actual quantities of installed materials, including added items as provided herein, multiplied by the actual bid prices. Accordingly, after the Utilities Relocation has been completed and as-built plans have been provided to Fulton County, City shall determine the final as-built cost to be borne by Fulton County and, as the case may be, shall refund to Fulton County or shall request of Fulton County an additional payment in the amount of the difference between the final cost to be borne by Fulton County and the amount which Fulton County has previously paid to City. In the event additional payment is due to City, Fulton County agrees to pay same within thirty (30) days after the invoice is received from City. In the event a refund is due Fulton County, City agrees to pay Fulton County within thirty (30) after the refund amount is determined by City.

III. OVERVIEW.

The work contemplated by this IGA consists of Utilities Relocation as a result of the Project. Upon completion of the work and upon certification by City and Fulton County's Engineers that the work has been completed in accordance with the Plans, Fulton County will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities without further cost to City or its contractor. Such maintenance and all operations and activities will meet Fulton County's rules, policies, procedures, standards, and specifications, and be subject to City's requirements related to utility accommodations.

IV. FULTON COUNTY RESPONSIBILITIES.

1. Fulton County agrees that the Project and Utilities Relocation designs are accurately shown in the Plans attached hereto as **Exhibit "A"** to the best of the Parties' knowledge.
2. Subject to the provisions of Section X hereof, Fulton County shall have the right to visit and to inspect the work activities and any reports, drawings, studies, specifications, estimates, maps, and computations related to the work for Fulton County's facilities at any time to ensure they meet Fulton County's rules, policies, procedures, standards, and specifications, and to advise City's Project Manager / Engineer-in-Charge of any observed discrepancies or potential problems.
3. Fulton County shall respond in a timely manner to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.
4. Subject to the provisions of Section II hereof, Fulton County is responsible for reimbursing all material and labor costs to City related to the Utilities Relocation for this Project that are completed to the reasonable satisfaction of Fulton County in accordance with the Plans.

V. CITY'S RESPONSIBILITIES.

1. City shall undertake the contracting and assume responsibility for the Project's management and completion.
2. City shall ensure that all work necessary for the Utilities Relocation in accordance with the final Plans shall be included in the contract and let to bid by City.
3. All construction, engineering and contract supervision shall be the responsibility of City. City shall keep accurate records with regard to the activities conducted under this IGA and provide Fulton County access to such records upon request. City shall consult with Fulton County for its approval as provided herein before authorizing any changes or deviations which affect Fulton County's facilities.
4. City shall respond in a timely manner to any issue that may arise during the construction phase. All efforts shall be made not to delay the contractor under any circumstances.
5. City shall be responsible to assure that all Utilities Relocation work is accomplished in accordance with the Plans.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.

2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.

VII. TERM.

This IGA shall be effective upon execution by both Parties and continue until completion of the Utilities Relocation and the Project and full reimbursement by Fulton County to City for the cost of the work. In no event shall this IGA exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time.

VIII. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stemming from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and

employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties. Under the construction contract between City and the contractor performing the Utilities Relocation, such contractor shall agree to indemnify and hold harmless Fulton County as an additional indemnified party under the construction contract with respect to the Utilities Relocation work.

IX. INSURANCE.

Under the construction contract between City and the contractor performing the Utilities Relocation, such contractor shall agree to include Fulton County, as the owner of the utility facilities affected by the Utilities Relocation work, as an additional insured on bodily injury and property damage liability insurance required to be purchased and maintained by the contractor in accordance with the terms of the construction contract. Such insurance shall be in an amount of not less than $1,000,000.00 per occurrence. Certificates of insurance stating coverages and policy limits and showing City, Fulton County, and other insured parties as additional insured shall be provided in accordance with the terms of the construction contract.

X. REVIEW OF WORK.

Authorized representatives of Fulton County may at all reasonable times review and inspect the Utilities Relocation work under the terms of this IGA and any amendments thereto. If requested by Fulton County under the terms hereof, its review recommendations shall be reviewed and considered by City's Project Manager / Engineer-in-Charge. Should City's Project Manager / Engineer-in-Charge determine incorporation of such recommendations into the work activities of City is not appropriate, the Project Manager / Engineer-in-Charge shall promptly notify Fulton County and, should Fulton County so request, the Parties will meet within seven (7) days to discuss and review Fulton County's recommendations. Should the Parties be unable to agree after meeting, Fulton County's recommendations shall be incorporated into the work activities if they relate solely to Fulton County's facilities. Otherwise, the determination of the Project Manager / Engineer-in-Charge shall control.

XI. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. In the event Fulton County requests any changes in the work related to the Utilities Relocation after the Project work is underway, Fulton County shall cooperate in a prompt and timely manner to any requests by City in the processing of any change orders to avoid delays on the progress of the Utilities Relocation. Fulton County will be responsible for any unforeseen site condition related to the Utilities Relocation work that creates a Project delay.

XII. MISCELLANEOUS.

1. **Entire Agreement; Counterparts**. This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by Fulton County and City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

2. **Governing Law**. This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.

3. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body or waiver of any governmental immunities available to its officers, officials, employees, or agents.

4. **Representations and Warranties of the Parties**. In furtherance of the public purposes of this IGA, Fulton County and City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

    A. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to each Party, legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 *et seq.*

B. **Public Purpose**. This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); and (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a).

5. **Assignment; Binding Effect**. The rights and obligations of the Parties under this IGA are personal and may not be assigned by one Party without the prior written consent of the other Party. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

6. **No Third-Party Beneficiaries**. This IGA is made between and limited to Fulton County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Fulton County and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

7. **Exhibits**. Each and every exhibit referred to or otherwise mentioned in this IGA is attached to this IGA and is and shall be construed to be made a part of this IGA by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

8. **Relationship of Parties**. Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.

9. **Notices**. Any notice or communication required or permitted under this IGA shall be in writing and shall be deemed received when: i) delivered in person, or ii) upon actual delivery when sent by national overnight express commercial carrier, or iii) on the third day after the postmark date when mailed by certified mail, return receipt requested, to the Party at the address given below.

TO FULTON COUNTY:

David E. Clark
Director, Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Georgia 30303

Copy to:

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

TO CITY:

Sara Leaders
City of Milton Public Works
2006 Heritage Walk
Milton, Georgia 30004

Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attention: Ken Jarrard, Esq.

10. **Severability.** If any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. **Force Majeure.** Neither Party shall be deemed to be in violation of this IGA if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest: _____
City Clerk

(SEAL)

FULTON COUNTY, GEORGIA

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

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

(COUNTY SEAL)

Approved as to Form:

By: _____
Y. Soo Jo, County Attorney

BIRMINGHAM ROAD BRIDGE CULVERT

WATER MAIN INSTALLATION QUANTITIES & COST ESTIMATE

PAY ITEM #			ITEM	SIZE	QUANTITY	UNIT	Unit Cost	AMOUNT
171	-	0030	TEMPORARY SILT FENCE, TYPE C		250	LF	$8.00	$2,000.00
500	-	3101	CLASS A CONCRETE		3	CY	$200.00	$600.00
611	-	8120	ADJUST WATER METER BOX TO GRADE		2	EA	$900.00	$1,800.00
611	-	8140	ADJUST WATER VALVE BOX TO GRADE		2	EA	$900.00	$1,800.00
600	-	0001	FLOWABLE FILL		3	CY	$300.00	$900.00
670	-	1060	WATER MAIN, 6 IN, DIP	If Req.	20	LF	$90.00	$1,800.00
670	-	1080	WATER MAIN, 8 IN, DIP	If Req.	20	LF	$160.00	$3,200.00
670	-	1120	WATER MAIN, 12 IN, DIP,		115	LF	$220.00	$25,300.00
670	-	1500	CUT & PLUG OR REMOVE EXISTING WATER MAIN		2	EA	$8,000.00	$16,000.00
670	-	2500	INSERT VALVE (12" DIA)		2	EA	$25,000.00	$50,000.00
670	-	2060	GATE VALVE, 6 IN		1	EA	$2,500.00	$2,500.00
670	-	2080	GATE VALVE, 8 IN	If Req.	1	EA	$8,000.00	$8,000.00
670	-	3087	TAPPING SLEEVE / STRAIGHT TIE-IN	12 IN x 12 IN	2	EA	$16,725.00	$33,450.00
670		4000	FIRE HYDRANT		1	EA	$8,500.00	$8,500.00
670		5620	WATER SERVICE LINE, 3/4 IN		100	LF	$40.00	$4,000.00
670		5010	WATER SERVICE LINE, 1 IN		60	LF	$50.00	$3,000.00
670	-	2002	VALVE MARKER		3	EA	$50.00	$150.00
670	-	9710	REMOVE & RELOCATE EXISTING FIRE HYDRANT	If Req.	2	EA	$4,500.00	$9,000.00
670	-	9730	RELOCATING EXISTING WATER VALVE, INCL BOX	If Req.	2	EA	$800.00	$1,600.00
670	-	9920	RELOCATING EXISTING WATER METER, INCL BO	If Req.	3	EA	$1,000.00	$3,000.00
			Note: All pipe fittings & accessories shall be included with pipe (LF) price.					**$172,000.00**
			Task Allowance: (As designated by Fulton County Project Mana		20%			$34,400.00
			TOTAL COST					**$206,400.00**
			Note: No extra payment for traffic control & grading, it will be covered by pipe installation cost					

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0573 **Meeting Date:** 8/6/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution adopting the 2045 Comprehensive Plan for Unincorporated Fulton County and authorizing the transmittal of the Plan to the Atlanta Regional Commission (ARC) and Georgia Department of Community Affairs (DCA).

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
The Georgia Planning Act (O.C.G.A. Section 36-70-1, et seq.), as amended, requires Fulton County develop a comprehensive plan for the unincorporated area based on minimum standards established by the Georgia Department of Community Affairs.

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☒

Is this a purchasing item?
No

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

Scope of Work:
In August 2016, Fulton County adopted the 2035 Comprehensive Plan for Unincorporated Fulton County. Since that time, the majority of unincorporated Fulton County has become the City of South Fulton. This has left a small area around the Fulton County Executive Airport as the only remaining unincorporated area (39 acres) where Fulton County continues to have planning and zoning responsibilities.

Fulton County is required under the Georgia Planning Act to develop a comprehensive plan based on minimum standards for local comprehensive planning for the unincorporated area of Fulton County. In accordance with “Standards and Procedures for Local Comprehensive Planning” (Chapter 110-12-1-.04 - Procedures), the Fulton County Board of Commissioners must transmit the Comprehensive Plan for Unincorporated Fulton County to the Atlanta Regional Commission (ARC) and the Georgia Department of Consumer Affairs (DCA) for their official review.

On February 19, 2025, Fulton County held the last public hearing on the draft Comprehensive Plan as part of BOC Agenda #25-0132. Additionally, the BOC approved Public Works’ request to submit the draft plan to ARC and DCA for their review and comment. During the spring of 2025, ARC and DCA had several meetings with Fulton County staff to review the plan and to offer suggestions to ensure the Plan is consistent with state planning standards. Overall, the changes were determined to be minor in nature and have been incorporated into the final plan as shown in Attachment #1. Now that the plan has been approved by ARC and DCA, the plan must be adopted by the Board of Commissioners, and after being adopted, must then be re-transmitted to ARC along with the executed approving Resolution within seven (7) days, who will then transmit both documents to DCA.

Community Impact:
An approved Comprehensive Plan for unincorporated Fulton County is required by state law. As part of the planning process, a public open house was held to solicit public comments about the current unincorporated area. A steering committee met several times during the development of the Comprehensive Plan to ensure consistency with other Fulton County plans and programs.

Department Recommendation:
The Department of Public Works recommends the Board of Commissioners approve the Resolution and to submit the 2045 Comprehensive Plan to ARC and DCA.

Project Implications:
Without an approved Comprehensive Plan for unincorporated Fulton County, Fulton County may not be eligible for certain state funding including Community Development Block Grants (CDBG), water and sewer loans from the Georgia Environmental Finance Authority (GEFA), economic development funding from the OneGeorgia Authority, and a variety of other programs from DCA and partner agencies.

Community Issues/Concerns: None have been raised to Public Works by the community.

Department Issues/Concerns: The Department of Public Works has no issues or concerns with the Comprehensive Plan.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

A RESOLUTION TO APPROVE AND TRANSMIT THE 2045 COMPREHENSIVE PLAN TO THE ATLANTA REGIONAL COMMISSION; AND FOR OTHER PURPOSES.

WHEREAS, the 2045 Comprehensive Plan is the official document expressing the Board of Commissioners' vision and policy regarding the development of unincorporated Fulton County and will be used to create broad policies to guide land use and rezoning as the County evolves in the areas of transportation, housing, parks and other public facilities, natural resources and historic resources; and

WHEREAS, the County held two public hearings related to the 2045 Comprehensive Plan, on September 24, 2024 and February 19, 2025, to provide public involvement opportunities for stakeholders in unincorporated Fulton County to assist in the shaping, updating and the completion of the 2045 Comprehensive Plan; and

WHEREAS, following the public hearings the County transmitted the 2045 Comprehensive Plan on February 19, 2025 through Agenda Item No. 25-0132 to the Atlanta Regional Commission ("ARC") and the Georgia Department of Community Affairs ("DCA") for review; and

WHEREAS, ARC and DCA performed the necessary review of the 2045 Comprehensive Plan and, following minor revisions, determined that it complies with the Minimum Standards and Procedures for Local Comprehensive Planning ("Minimum Standards"); and

WHEREAS, pursuant to the Minimum Standards, the Board of Commissioners has one year following the approval of ARC and DCA to adopt the 2045 Comprehensive Plan; and

WHEREAS, once the 2045 Comprehensive Plan is adopted, the County has seven (7) days to provide an executed copy of the approving Resolution and an as-adopted copy of the 2045 Comprehensive Plan to ARC; and

WHEREAS, once the 2045 Comprehensive Plan is received by ARC it will be forwarded to DCA, who will extend the County's Qualified Local Government certification.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the 2045 Comprehensive Plan.

BE IT FURTHER RESOLVED, that the Board of Commissioners directs County staff to submit copies of this Resolution, once adopted and executed, and to send the final, as adopted, Comprehensive Plan document to ARC as required by the Minimum Standards.

. **BE IT FURTHER RESOLVED,** that this Resolution shall become effective upon adoption, and all ordinances and resolutions and policies and procedures in conflict with this Resolution are hereby repealed but only to the extent of the conflict.

SO PASSED AND ADOPTED, this 6th day of August, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

_____

Robert L. Pitts, Chairman (At-Large)

ATTEST:

_____

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

FULTON COUNTY

FULTON COUNTY 2045 COMPREHENSIVE PLAN UPDATE

GMC

Goodwyn Mills Cawood

Acknowledgements

The Planning Team wishes to express our sincere thanks to the people who devoted their time and talent to bring this Comprehensive Plan Update to fruition:

Steering Committee Members:
David Clark, Public Works
Samir Abdullahi, Select Fulton
Stanley Wilson, Community Development
Commissioner Khadija Abdur-Rahman, District 6 Commissioner
Michael Rowicki, Fulton County Strategic Planning
Jon Gauthier, Fulton County Airport
Gil Prado, Fulton Industrial Boulevard CID

Fulton County Housing Authority
Atlanta Regional Commission
Georgia Department of Community Affairs
Staff of the Emma J. Darnell Conference Center and Aviation Museum

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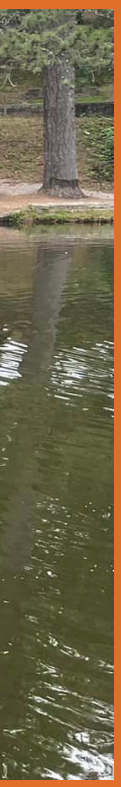
CHAPTER ONE
Introduction

The GMC Project Team worked closely with the Fulton County Department of Public Works (DPW) in the preparation of this Fulton County Comprehensive Plan update to satisfy the Minimum Planning Standards of the Georgia Department of Community Affairs (DCA). Based on the constrained size of unincorporated Fulton County and the functionality of its local government services, the DCA acknowledged that this Comprehensive Plan Update would be unique and not at all as extensive as Comprehensive Plan Updates from other counties, especially in the Metro Atlanta region. Nevertheless, Fulton County is still required to comply with this planning requirement in order to be eligible for state funding, including Georgia Department of Transportation (GDOT) Local Maintenance and Improvement Grants (LMIG), Georgia Environmental Finance Authority (GEFA) State Revolving Water Funds, and Community Development Block Grants (CDBG).

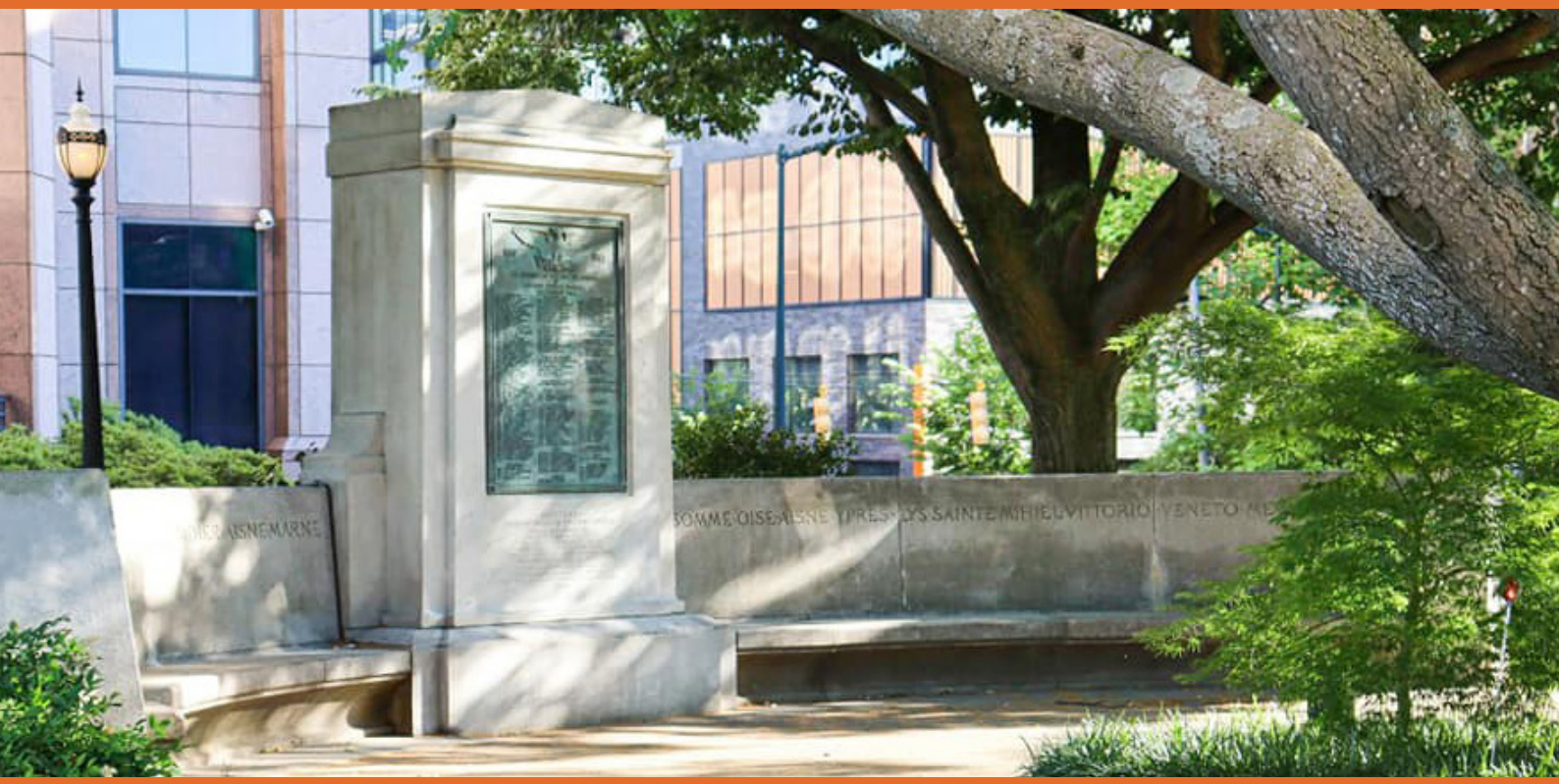
Therefore, the GMC Project Team streamlined the traditional Comprehensive Planning process to address the unique circumstances in Fulton County that features a very small unincorporated area along Fulton Industrial Boulevard North of I-20. The completed Comprehensive Plan Update included public hearings, plan elements, community work program and agency reviews as required by DCA.

How to Use this Plan



This plan is a guiding document for Fulton County's future. It was designed to be used by the Fulton County community—residents, elected leaders, county staff, local organizations, business owners, and workers alike. The information and ideas provided in this document are meant to help the community reach individual and collective goals, pointing to resources and strategies that can support meaningful work along the way. The 2016 Fulton County Comprehensive Plan, which at the time included a much larger unincorporated area, offered a strong starting point. This update aims to strengthen that foundation with new analyses, community engagement, and implementation strategies created for projects and programs. This plan update also satisfies the Georgia Department of Community Affairs (DCA) requirements to keep Fulton County eligible for funding opportunities and programs provided by DCA.

Each section focuses on a different aspect of the Comprehensive Plan Update, allowing the reader to navigate easily to their area of interest. The summaries below are intended to help all users of this plan find the information they need while also providing opportunities to explore different aspects of Fulton County they may not already know.



Plan Methodology

The Fulton County Comprehensive Plan Update was a 6-month-long process. As shown in the info-graphic below, the resulting document was created through multiple processes coming together over this period. While most of the planning process is linear, it also requires constant review, revision, and reflection. This iterative approach was made possible through close collaboration with the Steering Committee and County Staff.

Past Plans

Since the adoption of the 2016 Comprehensive Plan, Fulton County has conducted or participated in several local planning efforts that help to address some of the needs identified in this plan. Several of these plans included community input during their development. In addition, they often concluded with policy recommendations and in some cases, implementable projects. The input, policies, and projects from these plans will serve as supplemental information for the Community Work Program. Below is a summary of the relevant major previous plans completed or underway since 2013.

Plan	Source	Year
The Fulton Industrial Community Improvement District Master Plan	The Fulton Industrial Community Improvement District	2013
Fulton County Future Land Use Plan	Fulton County Department of Planning and Community Services	2016
Chattahoochee RiverLands	Atlanta Regional Commission, the Trust for Public Land, Cobb County, and City of Atlanta	2020
Fulton County Executive Airport Technical Assistance Panel Report	Urban Land Institute Atlanta	2020
Fulton Industrial Community Improvement District Freight Cluster Plan	The Fulton Industrial Community Improvement District and Atlanta Regional Commission	2022
Fulton County Urban Redevelopment Plan	Select Fulton	2022
Fulton County Strategic Plan	Fulton County Strategy and Performance Management Office	2023
Fulton County Sustainability and Resilience Plan	Fulton County Real Estate and Asset Management, Strategy and Performance Management, External Affairs, and Public Works Office	2023
Fulton County Consolidated Plan	Fulton County Department of Community Development	2024
Atlanta Regional Commission (ARC) Metropolitan Transportation Plan	Atlanta Regional Commission	2024
Fulton County Airport Master Plan	Fulton County Public Works Department	2024

History + Community

Fulton County, Georgia, was established on December 20, 1853, by the Georgia General Assembly, making it the 144th county in the state. The county was formed from land that was originally part of DeKalb County. Over time, Fulton County expanded significantly, particularly during the Great Depression when, in 1932, it annexed Milton and Campbell counties to address economic challenges (Georgia Historical Society).

The county is named after Robert Fulton, an American engineer and inventor known for developing the Clermont, the first commercially successful steamboat launched in 1807. This name reflects the county's historical ties to transportation and commerce (Fulton County Government).

Fulton County encompasses 528.7 square miles and is known for its diverse geography, stretching over 70 miles from north to south. It includes a mix of urban and rural areas, with Atlanta as its largest city and the capital of Georgia.

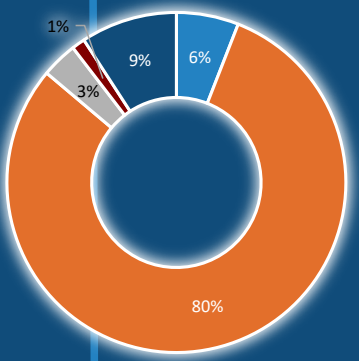
Today, Fulton County is home to 15 cities and continues to grow, with a population that reflects a rich tapestry of cultures and communities.

Over the past two decades, Fulton County, Georgia, has undergone significant growth, demographic shifts, and changes in governance, mirroring broader trends in the Atlanta metropolitan area. Once a largely rural and suburban region, the county has transformed into one of Georgia's most urbanized areas, with the city of Atlanta at its core. A major development in this transformation was the wave of cities incorporating in the mid-2000s. In 2005, Sandy Springs became the first city to incorporate, followed by Johns Creek and Milton in 2006 and Chattahoochee Hills in 2007. These new cities were created to give residents greater control over local services such as policing, public works, and zoning. The last city to be incorporated in Fulton County was South Fulton, which was established in 2017. As a result, the remaining unincorporated areas of the county consist of 114 parcels covering over 1.6 square miles, with no permanent residents, which are now the focus of this Comprehensive Plan.

Community Profile

Education

83% High school diploma or equivalent



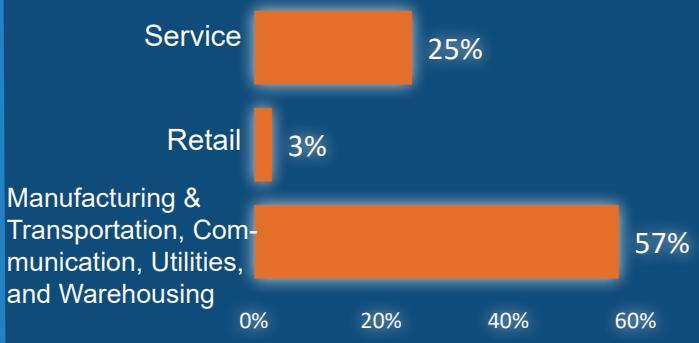
- Less than high school diploma
- Regular high school diploma
- GED or alternative credential
- Some college, less than 1 year
- Some college, 1 or more years, no degree

Non-Permanent Population, 2020

264

Employment

1,651jobs

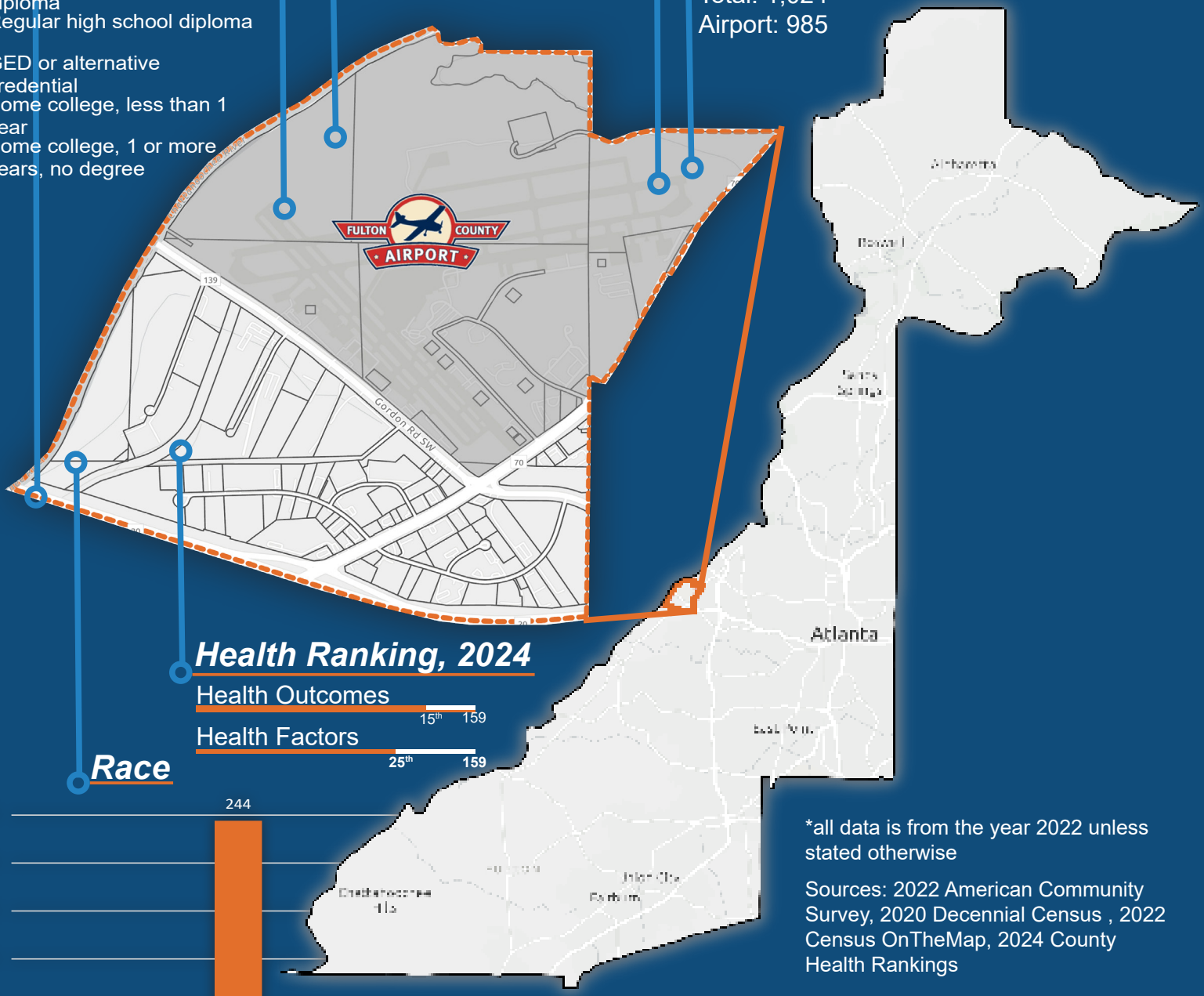


Median Household Income

$90,900

Acres

Total: 1,024
Airport: 985

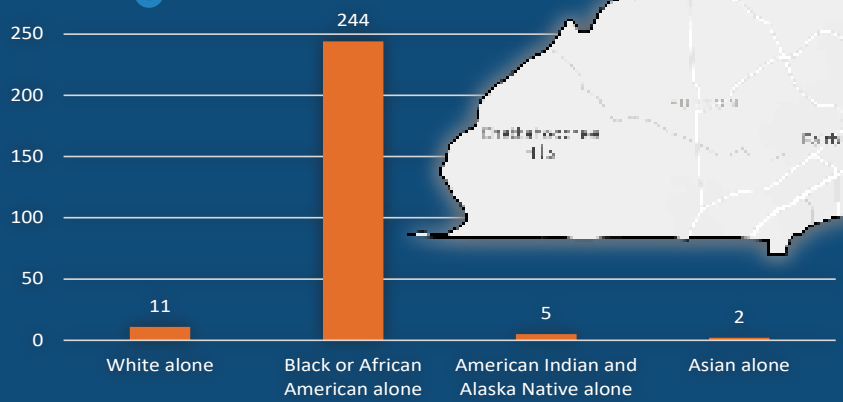


Health Ranking, 2024

Health Outcomes
15th 159

Health Factors
25th 159

Race



*all data is from the year 2022 unless stated otherwise

Sources: 2022 American Community Survey, 2020 Decennial Census , 2022 Census OnTheMap, 2024 County Health Rankings

CHAPTER TWO
Existing Conditions

Emergency Services

Fulton County's Department of Emergency Services operates the Emergency Communications Center, which handles 911 calls and dispatches emergency service responders. The department provides command, control and information support services to law enforcement, fire and EMS services.

Animal Services

Managed by the Atlanta-Fulton County Emergency Management Agency, Fulton County Animal Services include operation of an animal shelter for homeless animals, pet adoption services, and enforcement of the animal control laws.

Police & Fire

The Fulton County Police Department is nationally accredited and provides Public Safety services, Emergency Services, & Code Enforcement. Fire Response is provided through an intergovernmental agreement with the City of South Fulton.

Community Center

The Emma Darnell Aviation Museum & Conference Center is managed by the Fulton County Department of Arts & Culture and focuses on three areas of programming, aviation, community, and culture.

Planning & Zoning

Planning, zoning, permitting, building inspections and land development/ inspections for Unincorporated Fulton County is provided by Fulton County Public Works.

Infrastructure

Water

Water is supplied to unincorporated Fulton County by the City of Atlanta.

Wastewater

Wastewater services are provided by Fulton County Public Works.

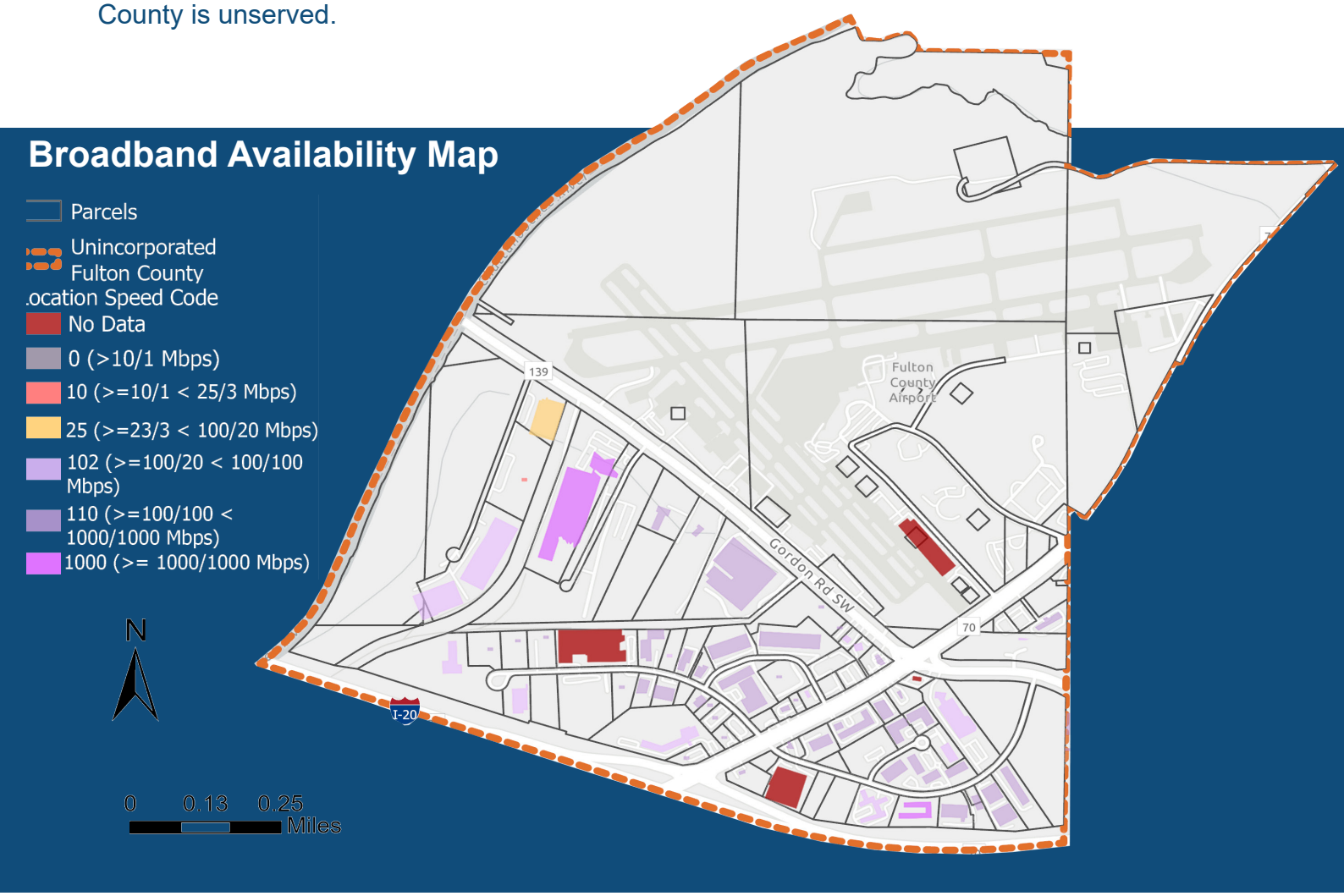
Public Works

The Fulton County Public Works Department provides planning, construction, maintenance and operation of wastewater, roads, and stormwater infrastructure, as well as administration of the Fulton County Executive Airport.

CHAPTER TWO
Broadband

All properties within unincorporated Fulton County have access to high-speed interenet. Broadband services are defined by the State as a minimum of 25Mbps down and 3Mbps up in speed. When 20% of homes and businesses in a census block cannot subscribe to these services, the entire census block is deemed unserved. No portion of Unincorporated Fulton County is unserved.

Broadband Availability Map



Housing

Fulton County does not have any residential units within the unincorporated areas. All residents are considered temporary and are located within the hotels and motels East of Fulton Industrial Blvd. The county recognises that the character of the unincorporated area is primarily industrial and does not wish to encourage aditional residential development.

Transportation

Roads

Within Unincorporated Fulton County approximately 4.7 centerline miles of roadway are owned and maintained by Fulton County, and an additional 4.9 miles are State owned.

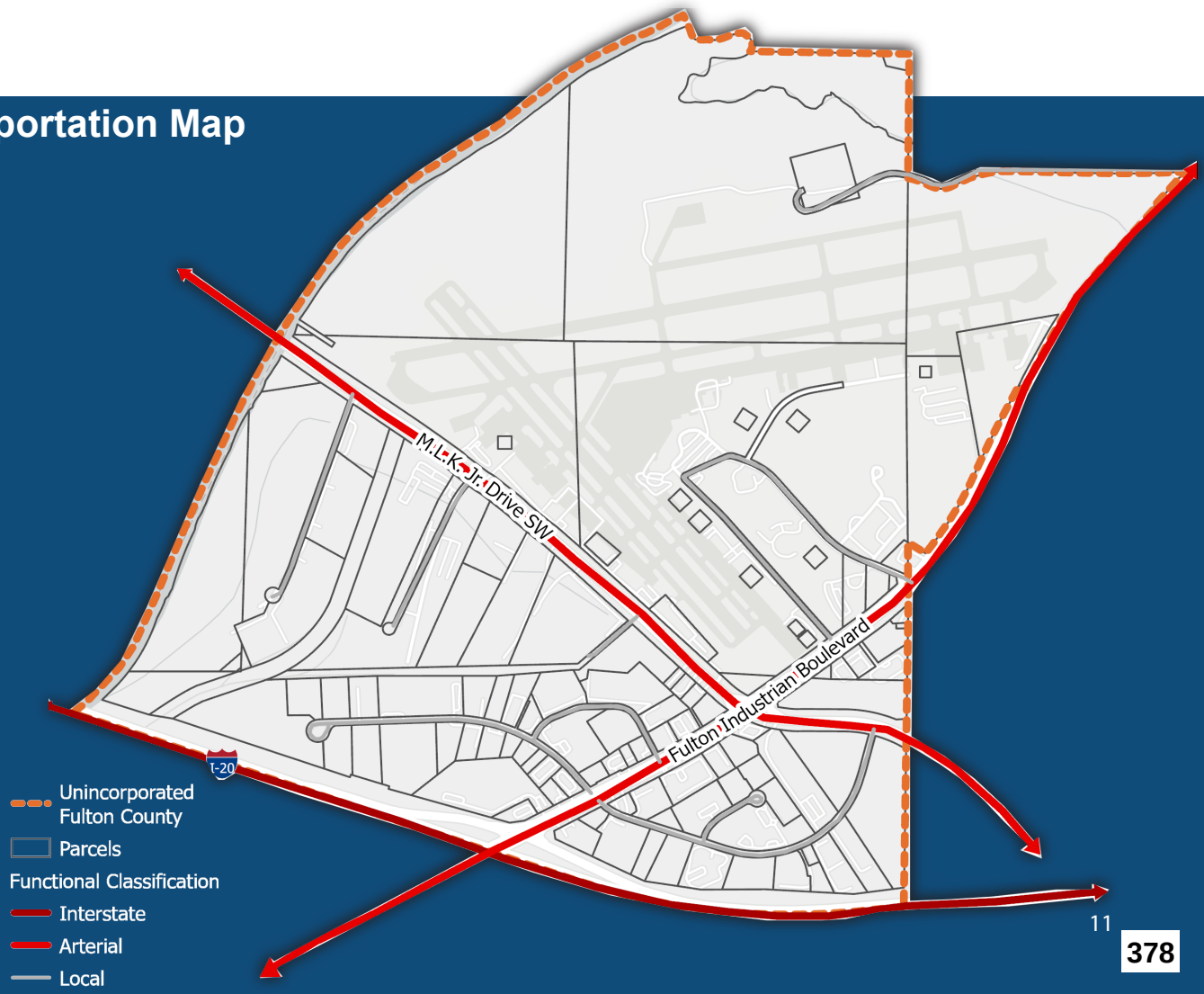
Airport

Fulton County Executive Airport at Brown Field (FTY) is a general aviation airport spanning 985 acres and serving approximately 164 daily take-offs and landings.

Transit

This area is served by MARTA Route 73 (Fulton Industrial) which operates North/South from HE. Holmes station to alternate termini on LaGrange Blvd. and Westpark Dr. along MLK Jr. Dr., and Fulton Industrial Blvd., with select trips via Wendell Dr..

Transportation Map



Natural Resources

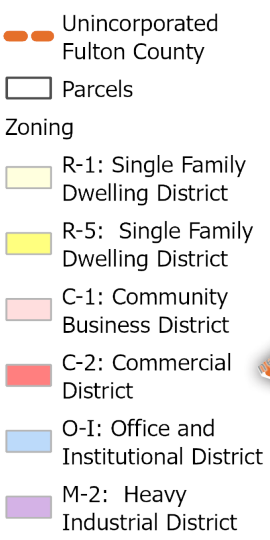
Natural Resource Map

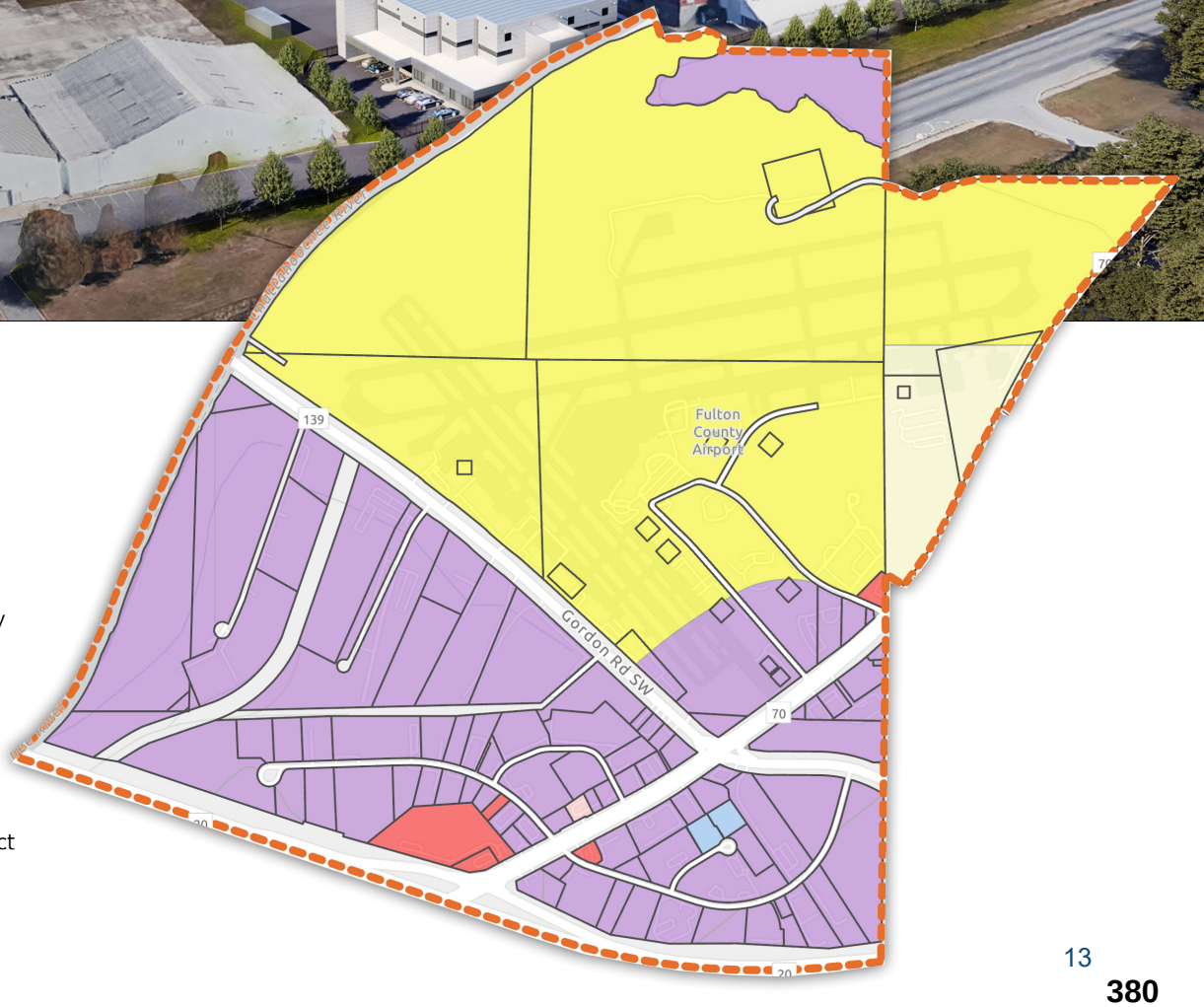
Fulton County's border follows the Chattahoochee River, which flows southwest beginning in the southern Appalachian Mountains of Union County, Georgia, and ending at Lake Seminole on the Georgia-Florida border. The river drains a vast 8,770-square-mile basin, which is part of the larger Apalachicola-Chattahoochee-Flint (ACT) watershed. As one of the most heavily used water resources in Georgia, the Chattahoochee supplies about 70% of Metro Atlanta's drinking water, totalling approximately 300 million gallons per day. However, the river faces significant water quality challenges. Based on the most recent data available, around 169 facilities, including industries and municipalities, are authorized to discharge wastewater into the Chattahoochee River Basin under NPDES permits. Polluted stormwater runoff is the primary cause of water quality issues, and the basin also contains roughly 500 industrial sites that are not in compliance with clean water regulations, further impacting the river's health.

Land Use + Zoning

Land use refers to the intended or existing use of land, such as residential, commercial, or industrial purposes. Zoning is the legal framework that regulates and divides land into specific districts, controlling what activities, buildings, and developments are allowed in each area. While land use defines what happens on the land, zoning dictates where and how it can occur. Unincorporated Fulton County is comprised of 114 parcels spanning 1.6 square miles and is primarily zoned M-2, Heavy Industrial District, with a mix of C-1 Community Business District and C-2 Commercial District and O-I, Office-Institutional District. Although there are residual residential zoned parcels in the study area, they currently house the Fulton County Airport and will be addressed in the CWP as recommendations for rezoning to a more compatible zoning. There are no privately owned residential units within Unincorporated Fulton County.

Zoning Map

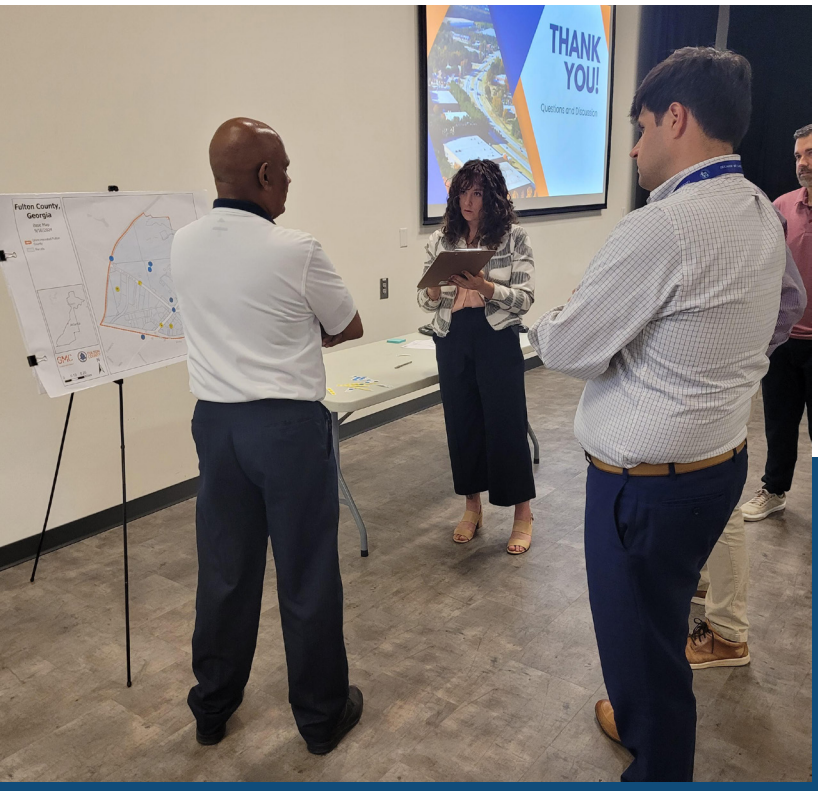




CHAPTER THREE
Community Engagement

Meaningful community engagement is foundational to any successful comprehensive plan. Input from community members and stakeholders serves as the plan's bearing, setting its course for well-formed goals and achievable implementation.

The Fulton County Comprehensive Plan Update community engagement efforts launched in September 2024 and concluded in December 2024. These efforts included a public open house workshop, three Steering Committee meetings, and an online survey sent to all 71 property owners within Unincorporated Fulton County. Full details including sign-in sheets, meeting agendas, Steering Committee composition, and comprehensive data reports can be found in the Appendix.



During these community outreach efforts, the planning team's priority was two-fold: 1) encourage and facilitate stakeholder participation and 2) listen. The goal at this stage was to gather and document community feedback. This documentation used to identify community priorities across a range of subjects. The results of this outreach are detailed in the Findings + Trends chapter.

10
People Reached

3
Meetings Held

6
Comments Received

Outreach Methods

Public Open House

- September 24th, 2024 -

The first public open house consisted of a presentation followed by exercises to collect feedback on priorities, key locations, and general comments.

Survey

- October 22nd- November 14th, 2024

An online survey was circulated to all property owners within the study area requesting feedback on priorities, key locations, and general comments.

Outreach Methods

Steering Committee

- September 24th, 2024 -

- November 18th 2024 -

- January 28th, 2025-

The Steering Committee represents the community, provides local expertise, advocates for the plan and it's implementation, and review documents prior to publishing.

Public Hearing

- February, 19th 2025 -

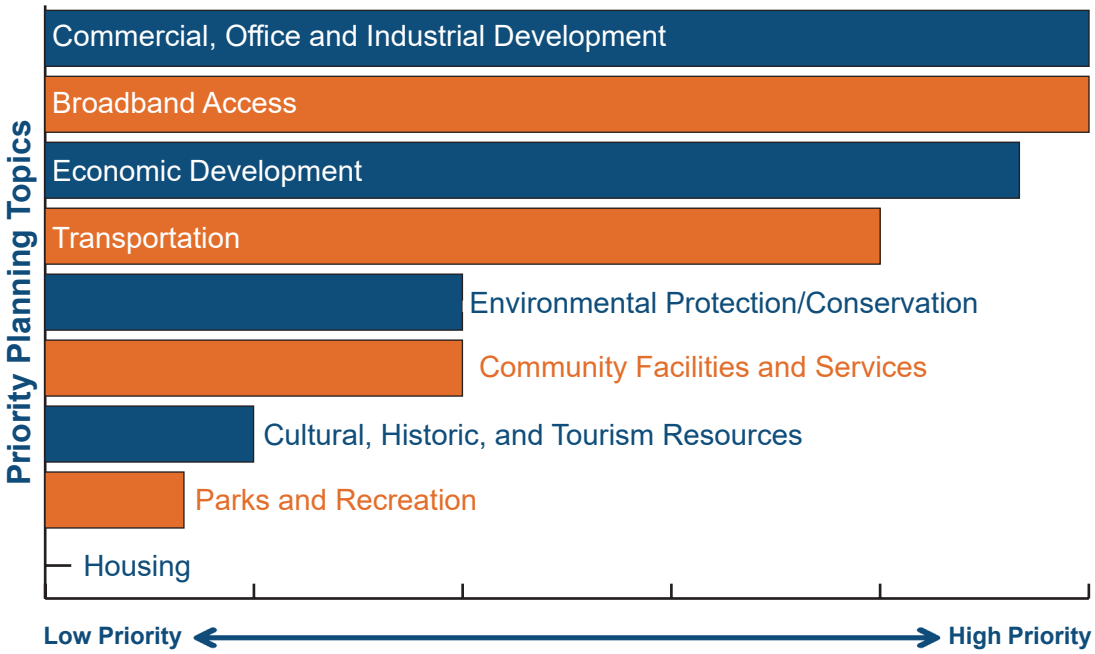
A public hearing was held to present the Fulton County Comprehensive Plan to the public and a motion adopt was passed unanimously by the County Commission.

CHAPTER FOUR
Needs + Opportunities

This chapter provides the list of needs and issues that Fulton County has identified through this planning process. It is the intention of the County to address the needs and issues listed herein through corresponding Goals, Objectives, and Action Items outlined in Chapter 5, as well as implementation measures in the Community Work Program (CWP) found in Chapter 6. This list was developed with assistance from the Fulton County Steering Committee, input received from the Public Open Houses, and County Staff, all detailed in Chapter 3. The input and feedback were obtained through various engagement exercises, evaluation of demographic and economic information (summarized in the Existing Conditions chapter), and an analysis of the Department of Community Affairs Quality Community Objectives. Additionally, a review of the public input received through workshops and community surveys is summarized in the Appendix.

What We Heard

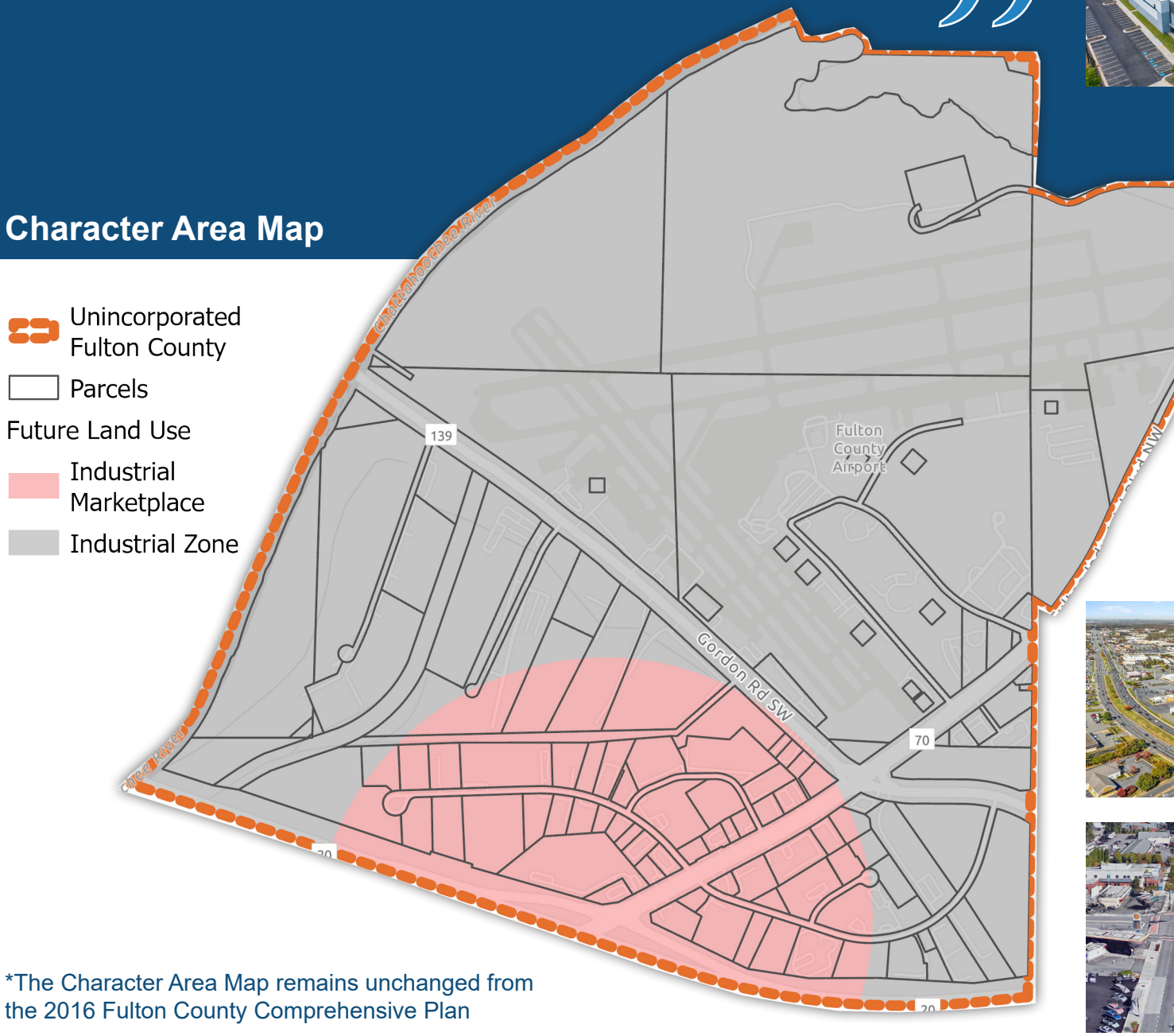
The four outreach methods utilized in this Comprehensive Plan Update resulted in a range of useful information that guided this planning effort, specifically the formation of the Needs and Issues; Goals, Objectives & Actions; and Community Work Program sections. While each method offered a unique engagement opportunity and every participant brought their own perspective, examining these outreach efforts as a whole allows for the identification of key findings and trends where there is potential for compromise, collective action, and public-informed decision making.



CHAPTER FIVE
Community Vision

Fulton County is a positive, diverse community with a thriving economy, safe neighborhoods, healthy residents, and a rich quality of life that all people can enjoy. It is served by a county government that is recognized for being innovative, effective, efficient, and trustworthy.

Character Area Map



*The Character Area Map remains unchanged from the 2016 Fulton County Comprehensive Plan

Character Areas

Industrial Zone

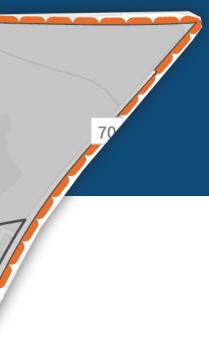
The purpose of the Industrial Zone Character Area is to preserve the integrity of industrial areas in Unincorporated Fulton County that accommodate the most intense industrial uses while limiting their impact on the surrounding neighbourhoods. These areas have the highest intensity of industrial uses which require the most stringent regulations and site control. Most industrial uses require large landscaped buffers and separation from incompatible uses. Industrial parks and stand-alone industrial developments are the typical types of development allowed in the Industrial Zone Character Area. The uses can include manufacturing, and aviation support services. Maintaining the integrity of industrial areas is important to Fulton County. Incompatible uses, such as residential and commercial, are not appropriate. However, appropriate commercial uses that serve the industrial areas are allowed in the Industrial Marketplace Character Area.

Land Use

Industrial
Open Space
Public
Semi-Public
Institutional

Zoning

M-1
M-1A
M-2



Industrial Marketplace

The purpose of the Industrial Marketplace Character Area is to provide places within the industrial districts that serve the commercial and retail needs of the people who work in these areas. The Industrial Marketplace is further defined as an area that is roughly one half mile in radius from major road intersections within the industrial areas.

Commercial and retail services are located at these major intersections, and include convenience retail and shopping centers. Industrial uses such as wholesale trade distribution centers are also appropriate within the Industrial Marketplace Character Area. Because of their proximity to intense industrial areas, the Industrial Marketplace does not accommodate residential uses.

The Industrial Marketplace designation is also consistent with Bus Rapid Transit (BRT) that is proposed in the Atlanta Regional Commission 2040 Regional Transportation Plan.

Land Use

Retail Industrial
Commercial
Business Park
Public & Semi-Public
Institutional
Industrial
Open Space

Zoning

C-1
C-2
O-I
M-1
M-1A
M-2

Goals, Objectives + Actions

This section of the County Comprehensive Plan outlines the long-term vision and strategic objectives aimed at guiding the county's growth and development. This section serves as a roadmap for decision-making, focusing on key areas such as land use, economic development, transportation, environmental conservation, and land use. By establishing clear and measurable goals adapted from previous planning efforts and adopted plans, the county ensures that future planning efforts align with the needs and aspirations of its residents while promoting balanced growth, community well-being, and environmental stewardship. The goals also provide a framework for prioritizing actions and evaluating progress over time, ensuring that the county's vision is achieved in a responsible, collaborative, and sustainable manner.

Goal 1

Land Use

#1 Industrial Zone: preserve the integrity of industrial areas that accommodate the most intense industrial uses while limiting their impact on the surrounding neighborhoods.

#2 Business Park: provide places that accommodate multiple businesses of less intense industrial uses than the Industrial Zone Character Area.

#3 Industrial Marketplace: provide places within the industrial districts that serve the commercial and retail needs of the people who work in these areas. This area was adopted directly from the Fulton Industrial Community Improvement District Master Plan.

Goal 2

Housing

#1 Support and coordinate the implementation of the Fulton County Consolidated Plan.

Goal 3

Transportation

#1 Support and coordinate with implementation of the ARC Metropolitan Transportation Plan

#2 Support and coordinate with implementation of the Fulton County Executive Airport Master Plan.

Goal 4

Environmental Conservation

Support the Fulton County Sustainability and Resilience Plan Climate Change Mitigation, Social Equity and Smart Transit, High-Performance County Infrastructure, Education, Outreach, and Green Jobs Training/Placement, Fostering Partnerships, and Budgetary Appropriation efforts.

#1

Goal 5

Community Facilities and Resources

#1 Support and coordinate with implementation of the Fulton County Strategic Plan

Goal 6

Environmental Conservation

Support the Infrastructure and Economic Development Goal of the Fulton County Strategic Plan

#1

Support the Chattahoochee RiverLands Greenway Study

#2

Goals, Objectives + Actions

Goal 7
Parks and Recreation

#1 Support and coordinate with implementation of the Chattahoochee Riverlands

Goal 8
Broadband

Support Broadband Infrastructure expansion in Fulton County by partnering with Internet Service Providers (ISP) to receive grant allocations from the National Telecommunications and Information Administration (NTIA) Broadband Equity, Access, and Deployment (BEAD) Program.

#1

Goal 9
Intergovernmental Coordination

#1 Support and coordinate with implementation of the Fulton County Strategic Plan.

FULTON COUNTY
AVIATION COMMUNITY
CULTURAL CENTER
3900 AVIATION CIRCLE NW

CHAPTER SIX
Implementation

A Comprehensive Plan Community Work Program is a strategic guide for a community's growth, outlining prioritized actions and projects to achieve long-term goals in areas such as housing, transportation, and economic development. It involves input from local residents, government, and stakeholders, and includes specific tasks, timelines, and resources to ensure effective implementation and coordination of the community's vision for development.

Since development of the last Comprehensive Plan in 2016, the City of South Fulton has incorporated nearly 86 square miles of Fulton County leaving the remaining 1.6 square miles of Unincorporated Fulton County that is the focus of this plan. As a result of this boundary change a majority of the policies and projects from the previous Fulton County Comprehensive Plan outlined in the ROA are no longer located in or the responsibility of the Fulton County Government and have been transferred to the City of South Fulton.

ROA + CWP Table Key

The Community Work Program is prsented in two parts:

- Report of Accomplishments (ROA); and
- Short Term Work Program (STWP)

Actions in the ROA marked as not accomplished, underway, or postponed were carried forward to the CWP. Additionally some actions, although marked as completed in the ROA were carried forward to serve as ongoing policies due to thier importance.

Responsible Parties and Partners

ARC - Atlanta Regional Commission
FC – Fulton County Commissioners & Admin
LD - Legal Department
BD - Building Department
CD - Community Development
FI - Finance Department
PR - Parks and Recreation Department
PW- Public Works Department
PD - Police Department
FD - Fire Department
ED – Economic Development/Select
PC - Planning Commission
DA - Development Authority
WS - Water & Sewer
GA - State of Georgia
PS - Private Sector
NP - Nonprofits
MU - Municipalities
OT - Others

Estimated Cost Categories

High (Over $1,000,000)
Medium ($500,000-$1,000,000)
Low (Under $500,000)

Report of Accomplishments

2016 Work Program Activity	2016	2017	2018	2019	2020	2021
Land						
Evaluate subdivision regulations to protect view sheds, fields, pasture lands and tree canopy roads		X				
Evaluate the Tree ordinance to promote preservation of trees along road frontages.		X				
Continue to enforce Zoning policies that requires newly sensitive land uses hospitals, day cares, senior facilities, etc.) to be sited beyond 500 feet from the center line of a freeway, unless such development contributes to smart growth, open space, or transit-oriented goals (development include feasible measures such as separation/ setbacks, landscaping, barriers, ventilation stems, air filters/cleaners, and/or other effective measures to minimize potential impacts from air pollution.		X				
Establish incentives to increase land development and promote growth in the County's under served residential and commercial markets.		X				
Promote and foster a unified collaboration between Unincorporated Fulton County and other South Fulton municipalities regarding land use		X				
Address necessary updates to the County's Zoning Resolution and Future Land Use Map to ensure code enforcement activities to address blight and community appearances.		X				
Develop a redevelopment plan for various areas in Unincorporated Fulton County.		X				
Update the boundaries of the Fulton Industrial Business District Overlay District to be consistent with the 2035 Future Development Map		X				
Review the zoning regulations for the M1A, M1, and M2 zoning districts to further maintain the integrity of all Industrial areas		X				
Review recommendations of the Sustainable Cities Design Academy Program.		X				
Hou						
N/A						

	2022	2023	2024	2025	Status				Explanation/ Comment
					Completed	Underway	Postponed	Not Applicable	
d Use									
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
using									

Report of Accomplishments

Work Program Activity	2016	2017	2018	2019	2020	2
						Natural and Cu
Develop a policy to annually review the Comprehensive Plan for Environmental Justice practices.		X				
Develop and maintain a brownfield database to track the number of brownfields, health risks associated, status, and reuse potential.		X				
Develop guiding principles for planning, decision-making, and implementation of the Comprehensive Plan for Environmental Justice practices.		X				
Promote the consideration of health and the environment in decision-making processes, decisions, and planning to ensure Environmental Justice practices		X				
Conduct outreach opportunities to educate communities on purpose and functions of the Comprehensive Plan in preparation for meaningful involvement of residents to participate in future Comprehensive Plan process, as it pertains to Environmental Justice practices		X				
Develop process for deciding where to allow unwanted land uses and place and time of public hearings for vulnerable communities, especially for the community being impacted by environmental actions.		X				
Develop an Environmental policy to consider environmental justice issues related to the equitable provision of desirable public amenities (parks, recreational facilities, community gardens, and other uses that improve the quality of life of the community		X				
Expand Environmental efforts for outreach and provide meaningful involvement opportunities for lowincome, disabled, children and youth, and other traditionally underrepresented citizens in the public participation process; encourage non-traditional communication methods deliver information in an easily understandable manner.		X				
Develop process to assess the environmental vulnerabilities of the Comprehensive Plan and planning policies for future planning; develop evaluation process to determine effectiveness of the Comprehensive Plan and its Environmental Element.		X				
Utilize Fulton County's 2010 Environmental Justice Initiative (EJI) as an effort to promote and enforce environmental efforts and regulations		X				
Update the County's Green Space plan to identify areas to be permanently conserved		X				
Review/approve Environmental Site Analysis reports included in zoning applications	X	X	X	X	X	

2021	2022	2023	2024	2025	Status				Explanation/ Comment
					Completed	Underway	Postponed	Not Applicable	
ltural Resources									
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
X	X	X	X	X		X			Ongoing effort by Fulton County

Report of Accomplishments

Work Program Activity	2016	2017	2018	2019	2020	2
Broa						
New element (not inc						
Economic						
Direct businesses to areas throughout the county that are targeted for economic growth to further economic stability				X		
Support/target areas of revitalization to attract new business options to expand the County's Economic Development efforts				X		
Establish incentives to increase land development and promote growth in the County's underserved residential and commercial markets.		X				
Community Faci						
Reconstruct Fire Station No. 1				X		
Purchase new fire ladder truck for Fire Station No. 11				X		
Purchase two additional fire trucks for Fire Station No. 3 and No. 11					X	
Purchase new fire ladder truck for Fire Station No. 7					X	
Purchase two additional fire trucks for Fire Station No. 15 and No. 19					X	
Develop a communication plan to update vulnerable communities on the Comprehensive Plan -related activities particularly to vulnerable communities				X		
Encourage fair treatment of all people in providing service delivery, conducting inspections regularly, and enforcing codes, to encourage Environmental Justice practices.				X		
Develop a strategy to integrate food policy into future Comprehensive Plans						
Conduct outreach opportunities to educate communities on purpose and functions of the Comprehensive Plan in preparation for meaningful involvement of residents to articipate in future Comprehensive Plan process, as it pertains to Environmental Justice practices			X			

2021	2022	2023	2024	2025	Status				Explanation/ Comment
					Completed	Underway	Postponed	Not Applicable	
dband									
cluded in the last Plan)									
Development									
						X			Function of Select Fulton
						X			Function of Select Fulton
					X				Responsibility transferred to City of South Fulton
lities and Services									
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton

Report of Accomplishments

Work Program Activity	2016	2017	2018	2019	2020	2
Expand Environmental efforts for outreach and provide meaningful involvement opportunities for low-income disabled, children and youth, and other traditionally underrepresented citizens in the public participation process; encourage non-traditional communication methods deliver information in an easily understandable manner.				X		
Develop process to assess the environmental vulnerabilities of the Comprehensive Plan and planning policies for future planning; develop evaluation process to determine effectiveness of the Comprehensive Plan and its Environmental Element.				X		
Make “Aging in Place” a more achievable reality by aligning with the goals and policies of the Atlanta Regional Commission’s Aging-in-Place initiative				X		
Assist in the development of a criterion for the evaluation of locations for future community facilities.				X		
Review recommendations of the Sustainable Cities Design Academy Program				X		
Purchase vehicle fleet replacement for various facilities				X		
Parks and						
Purchase new equipment for various athletic field facilities to enhance park amenities and appearance.				X		
Purchase new security infrastructure upgrades for various park facilities.				X		
Purchase outdoor basketball court covering for various facilities.				X		
Purchase exercise equipment upgrades for various facilities.				X		
Intergovernme						
Encourage cooperative planning efforts between the cities, Unincorporated Fulton County and school district to provide adequate facilities for community activities and needs (i.e. senior and youth centers).						
Promote and foster a unified collaboration between Unincorporated Fulton County and other South Fulton municipalities regarding land use.						

2021	2022	2023	2024	2025	Status				Explanation/ Comment
					Completed	Underway	Postponed	Not Applicable	
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
						X			Ongoing effort by Fulton County and other Cities
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
						X			Fulton County Responsibility for Unincorporated Area
l Recreation									
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
ntal Cooperation									
X						X			Ongoing effort between Cities, County, and School Districts
X								X	Responsibility transferred to City of South Fulton

Report of Accomplishments

Work Program Activity	2016	2017	2018	2019	2020	2
						Transp
Complete resurfacing of roads in various corridors listed in the Fulton County omprehensive Transportation Plan in the Unincorporated Fulton County area						
Complete road topping projects of various subdivisions listed in the Fulton County Comprehensive Transportation Plan in the Unincorporated Fulton County area						
Complete road resurfacing projects of various subdivisions listed in the Fulton County omprehensive Transportation Plan in the Unincorporated Fulton County area.						
Complete construction of bridges listed in the Fulton County Comprehensive Transportation Plan in the Unincorporated Fulton County area						
Deploy operational and safety upgrades for various roads listed in the Fulton County Comprehensive Transportation Plan in the Unincorporated Fulton County area.						
Signal Upgrades for various road crossings listed in the Fulton County Comprehensive Transportation Plan in the Unincorporated Fulton County area.						
Deploy an Advanced Traffic Management System (ATMS) for Flat Shoals Road.						
Install various pedestrian bike improvements listed in the Fulton County Comprehensive Transportation Plan in the Unincorporated Fulton County area to promote opportunities for biking.						
Plan and design multi-use trails and/or sidewalks during the development or renovation of any Fulton County facility to enhance opportunities for walkability.						
Partner with MARTA to emphasize the extension of bus ridership and connectivity in various areas of Unincorporated Fulton County						
Seek transportation improvements (highway, transit, bicycle, and pedestrian) to compliment and align with land use efforts.						
Partner with the Atlanta Regional Commission for plan implementation assistance and corridor enhancements.						
Work with GDOT to maintain consistency with the South Fulton Parkway Access Management Plan						

2021	2022	2023	2024	2025	Status				Explanation/ Comment
					Completed	Underway	Postponed	Not Applicable	
ortation									
X						X			Fulton County is conducting in Unicorporated Areas
X								X	Responsibility transferred to City of South Fulton
X								X	Responsibility transferred to City of South Fulton
	X							X	Responsibility transferred to City of South Fulton
	X					X			Fulton County Responsibility for Unincorporated Area
	X					X			Fulton County Responsibility for Unincorporated Area
X								X	Responsibility transferred to City of South Fulton
X						X			Fulton County Responsibility for Unincorporated Area
X						X			Fulton County Responsibility for Unincorporated Area
X								X	Fulton County Responsibility for Unincorporated Area
X						X			Fulton County Responsibility for Unincorporated Area
X						X			Fulton County Responsibility for Unincorporated Area
X								X	Responsibility transferred to City of South Fulton

Community Work Program

Work Program Activity	Timeframe					
	2026	2027	2028	2029	2030	2031
Lan						
Continue to comply with the Land Use and Zoning recommendations from the 2016 Comprehensive Plan Update	X	X	X	X	X	X
Convert existing residentially zoned properties to non-residential zones, i.e., industrial, through rezonings. This includes properties in the vicinity of the Fulton County Airport.	X					
Economic						
Support the recommendations of the Fulton County Economic Development and Workforce Initiative	X	X	X	X	X	X
Support the Infrastructure and Economic Development recommendations of the Fulton County Strategic Plan	X	X	X	X	X	X
Direct businesses to areas throughout the county that are targeted for economic growth to further economic stability	X	X	X	X	X	X
Support/target areas of revitalization to attract new business options to expand the County's Economic Development efforts	X	X	X	X	X	X
Transp						
Support the Fulton County projects in the Atlanta Regional Commission's Metropolitan Transportation Plan	X	X	X	X	X	X
Support the Fulton County Executive Airport Master Plan	X	X	X	X	X	X
Complete resurfacing of roads in various corridors listed in the Fulton County comprehensive Transportation Plan in the Unincorporated Fulton County area	X	X	X	X	X	X
Deploy operational and safety upgrades for various roads listed in the Fulton County Comprehensive Transportation Plan in the Unincorporated Fulton County area	X	X	X	X	X	X
Signal Upgrades for various road crossings listed in the Fulton County Comprehensive Transportation Plan in the Unincorporated Fulton County area	X	X	X	X	X	X
Install various pedestrian bike improvements listed in the Fulton County Comprehensive Transportation Plan in the Unincorporated Fulton County area to promote opportunities for biking	X	X	X	X	X	X
Plan and design multi-use trails and/or sidewalks during the development or renovation of any Fulton County facility to enhance opportunities for walkability	X	X	X	X	X	X
Seek transportation improvements (highway, transit, bicycle, and pedestrian) to complement and align with land use efforts	X	X	X	X	X	X
Partner with the Atlanta Regional Commission for plan implementation assistance and corridor enhancements	X	X	X	X	X	X

Priority	Responsible Department	Potential Partners	Estimated Cost	Potential Funding Source
d Use				
Medium	CD	FC, PC, DA	Low	FIB 301 Fund
Medium	CD	FC, PC, DA	Low	FIB 301 Fund
Development				
High	ED	FC, CD, PS, OT	Medium	General Fund
High	ED	FC, CD, PS, OT	Medium	General Fund
High	ED	FC, CD, PS, OT	Medium	General Fund
High	ED	FC, CD, PS, OT	Medium	General Fund
portation				
Medium	PW	CD, PS, OT, ARC	High	FIB 301 Fund
Medium	PW	CD, PS, OT	High	Airport Fund
Medium	PW	FC, PS, OT	Medium	FIB 301 Fund
Medium	PW	FC, PS, OT	Medium	FIB 301 Fund
Medium	PW	FC, PS, OT	Medium	FIB 301 Fund
Medium	PW	FC, PS, OT	Medium	FIB 301 Fund
Medium	PW	FC, PS	Medium	FIB 301 Fund
Medium	PW	FC, PS, OT	Medium	FIB 301 Fund
Medium	PW	FC, PS, ARC	Medium	FIB 301 Fund

Community Work Program

Work Program Activity	Timeframe						
	2026	2027	2028	2029	2030	2031	
Ho							
Implement prior recommendations that restrict any permanent housing units in the study area through regulations and/or zoning requirements	X	X	X	X	X	X	
Support the Fulton County HUD Consolidated Plan	X	X	X	X	X	X	
Community Faci							
Support the implementation of Health and Human Services, open and responsible government, arts and libraries, and justice and safety goals as described in the Fulton County Strategic Plan	X	X	X	X	X	X	
Make “Aging in Place” a more achievable reality by aligning with the goals and policies of the Atlanta Regional Commission’s Aging-in-Place initiative	X	X	X	X	X	X	
Purchase vehicle fleet replacement for various facilities	X	X	X	X	X	X	
Natural and Cu							
Support the Fulton County Sustainability and Resilience Plan	X	X	X	X	X	X	
Review/approve Environmental Site Analysis reports included in zoning applications	X	X	X	X	X	X	
Parks and							
Support the recommendations of the Chattahoochee River Lands Plan	X	X	X	X	X	X	
Intergovernme							
Support the Fulton County Strategic Plan implementation of Regional Leadership through leading change, shaping culture, leveraging differences, and breaking boundaries/silos	X	X	X	X	X	X	
Encourage cooperative planning efforts between the cities, Unincorporated Fulton County and school district to provide adequate facilities for community activities and needs (i.e. senior and youth centers)	X	X	X	X	X	X	
Broa							
Support Broadband infrastructure in the County by deploying fiber infrastructure across all areas defined as unserved or underserved as defined by the Georgia Technology Authority’s Georgia Broadband Program	X	X	X	X	X	X	
Continue to promote the Affordable Connectivity Program (ACP)	X	X	X	X	X	X	
To fully deploy fiber infrastructure across all areas defined as unserved or underserved as defined by the Georgia Technology Authority’s Georgia Broadband Program	X	X	X	X	X	X	

Priority	Responsible Department	Potential Partners	Estimated Cost	Potential Funding Source
using				
Low	FC	PC	Low	General Fund
Medium	FC	NP, PS, OT	Medium	Federal Government
lities and Services				
Medium	FC, CD, PD, FD	PS, OT	Medium	General Fund
Medium	FC, CD, PD, FD	PS, OT	Medium	General Fund
Medium	FC, CD, PD, FD	PS, OT	Medium	FIB 301 Fund
ltural Resources				
Medium	FC, CD, PW	PS, OT, NP	Medium	General Fund
Low	FC, CD	PC	Low	General Fund
l Recreation				
Medium	FC	CD, PW, PS, OT	Medium	FIB 301 Fund
ntal Cooperation				
Medium	FC	CD, PW, PS, OT	Medium	General Fund
Medium	FC	CD, PW, PS, OT	Medium	General Fund
dband				
Medium	Select Fulton	PS, NP, OT	Medium	BEAD Grant Funding/ Private Funding, Staff Time
Medium	Select Fulton	PS, NP, OT	Medium	General Fund
Medium	Select Fulton	PS, NP, OT	Medium	BEAD Grant Funding/ Private Funding, Staff Time

Sources

In addition to the studies listed on page 5, sources referenced in this plan include the following;

Fulton County Government. (n.d.). History of Fulton County. Fulton County. https://www.fultoncountyga.gov/inside-fulton-county/about-fulton-county/history

Georgia Historical Society. (n.d.). Fulton County. Georgia Historical Society. https://www.georgiahistory.com/ghmi_marker_updated/fulton-county/#:~:text=Marker%20Text%3A%20Fulton%20County%20was,Counties%20were%20added%20to%20Fulton.

U.S. Census Bureau. 2020. *Decennial Census Demographic Profile.* U.S. Department of Commerce.

U.S. Census Bureau. 2022. *ACS 5-year Estimates Data Profile.* U.S. Department of Commerce.

U.S. Census Bureau. (n.d.). OnTheMap [Web application]. U.S. Department of Commerce. https://onthemap.ces.census.gov/

County Health Rankings & Roadmaps. (2024). Fulton County, Georgia: Health rankings and data [Web page]. Robert Wood Johnson Foundation & University of Wisconsin Population Health Institute. https://www.countyhealthrankings.org/health-data/georgia/fulton?year=2024

GMC

Goodwyn Mills Cawood

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0574 **Meeting Date:** 8/6/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution urging the release of Israeli hostages and an immediate and permanent ceasefire in Israel and Gaza; and for other purposes. **(Arrington)**

A RESOLUTION URGING THE RELEASE OF ISRAELI HOSTAGES AND AN IMMEDIATE AND PERMANENT CEASEFIRE IN ISRAEL AND GAZA; AND FOR OTHER PURPOSES

WHEREAS, Fulton County is a county that fosters diversity, values all lives and upholds the principles of equality and human rights; and

WHEREAS, Fulton County expresses profound sorrow and condemnation for the tragic loss of Israeli civilians, including children, families and the elderly, in the terror attack by Hamas on October 7, 2023; and

WHEREAS, Fulton County expresses profound sorrow at the tragic loss of innocent Palestinian lives, including children, families and the elderly, in the war that has since raged between Israel and Hamas; and

WHEREAS, Fulton County supports the safety of residents in every community, regardless of what crimes their government may commit; and

WHEREAS, Fulton County believes that all life is precious; and

WHEREAS, the war between Israel and Hamas has claimed the lives of thousands of civilians, has led to the wounding of thousands more, and puts at risk the lives of millions more; and

WHEREAS, there is an urgent need for humanitarian aid in Gaza and that aid is not assured if an immediate and permanent ceasefire is not achieved; and

NOW THEREFORE, BE IT RESOLVED, that Fulton County hereby urges:

(1) Israel and Hamas to agree to an immediate and permanent ceasefire to end the current war;

(2) That Hamas agree to the immediate release of all hostages;

(3) That Israel agrees to the immediate and unconditional lifting of all restrictions on the entry of humanitarian aid to Gaza which aid is indispensable to the survival of the civilian population of Gaza.

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

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

SPONSORED BY:

_____
Marvin S. Arrington, Jr., Commissioner
District 5

ATTEST:

_____
Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2025 Resolutions/Arrington/Resolution Calling for Ceasefire in Gaza.doc

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0575 **Meeting Date:** 8/6/2025

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

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-68 (Decorum) of the Fulton County Code of Ordinances; and for other purposes. **(Pitts)**

AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE), SECTION 101-68 (DECORUM) OF THE FULTON COUNTY CODE OF ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of Fulton County, Georgia (the "County") is the Fulton County Board of Commissioners (the "BOC"); and

WHEREAS, the Board has the authority, pursuant to the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which is not inconsistent with the Constitution or any local law applicable thereto; and

WHEREAS, in conformity with the provisions of the Open Meetings Act, O.C.G.A. § 50-14-1 *et seq*., the Board enacted certain provisions of its Rules of Order and Procedure (the "Rules") at its Regular Meeting on January 5, 1994, with said regulations being codified in Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton County Code of Ordinances ("Code") as Section 101-61 *et seq.*; and

WHEREAS, on January 8, 2025, via Agenda Item 24-0908, the Board of Commissioners last modified its Rules of Order and Procedure, specifically the text of FCC Sec. 101-68 (Decorum), to specify additional conduct that it deems disruptive and inappropriate for commissioners and staff and to discourage such conduct by increasing the penalties imposed for violation of the Board's decorum guidelines; and

WHEREAS, the Board of Commissioners continues to recognize the need for clear and enforceable guidelines for what is appropriate conduct by each member of the Board of Commissioners during official meetings, as well as the need to enforce the penalties imposed for engaging in prohibited conduct by amending the penalties currently imposed for violation of the Board's decorum guidelines.

NOW, THEREFORE, BE IT ORDAINED, that the Fulton County Board of Commissioners hereby amends Section 101-68 of the Fulton County Code of Ordinances by adding and striking language to the Code Section as follows:

"Sec. 101-68. – Decorum.

…

(c) *Reserved.*

(d) *Penalties*.

(1) For each violation by a commissioner, the violator may be subject to the following penalties:

a. Administrative sanction.

1. For a first violation by the violator of this section, the board may impose upon the violator an administrative sanction in an amount not to exceed ~~$500.00,~~ **$1,000.00.**

2. For a second violation by the violator of this section ~~that occurs within 12 months after a first violation by him or her~~, the board may impose upon the violator an administrative sanction in an amount not to exceed ~~$1,000.00,~~ **$3,000.00.**

3. For a third (or subsequent) violation by the violator of this section ~~that occurs within 12 months after the first violation by him or her~~, the board may impose upon the violator an administrative sanction in an amount not to exceed ~~$2,000.00,~~ **$5,000.00.**

~~4. A second violation of this section by a violator that occurs more than 12 months after a prior violation by him or her shall be treated as a first violation under subsection (d)(1) a.1.~~

~~5.~~

4. The Finance Department shall deduct the monetary value of the administrative sanction from the violator's paycheck for the next pay period occurring after the imposition of the sanction.

BE IT FINALLY ORDAINED, that this Ordinance shall become effective when passed and adopted, and that all ordinances and resolutions and parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

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

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Robert L. Pitts, Chairman (At-Large)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0576 **Meeting Date:** 8/6/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
HOSPITAL AUTHORITY OF FULTON COUNTY (NORTHSIDE)

The Board of Commissioners shall submit a slate of three (3) names, per position, to the Hospital Authority of Fulton County, for selection of one (1) person to be appointed by the Authority for each position.

Term = 4 years

FOR SPREADING UPON THE MINUTES: The Board of Trustees of the Hospital Authority of Fulton County (Northside), at its meeting on April 23, 2025, reappointed the following appointees for terms ending April 1, 2029, in accordance with a slate of names submitted by the Board of Commissioners at its March 19, 2025 Second Regular Meeting:

Lawrence Stone, M.D. (Position#4)
Mark Sweeney (Position #5)
Alvin Sermons, M.D. (Position #6)

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0577 **Meeting Date:** 8/6/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES REGIONAL ADVISORY COUNCIL

Members of the Advisory Council shall be appointed for a period of three (3) years. A member may serve no more than two (2) consecutive terms on the board. Fulton County having a population of more than 50,000 according to the United States decennial census of 1990 or any future such census shall appoint one member for each population increment of 50,000 or any portion thereof. To comply with the intent of H.B. 100, at least seven (7) appointees are consumers of disability services and family members of such consumers. As defined by H.B. 100, a "consumer" is a person who has been or who is currently a recipient of disability services.

Term = 3 years (No more than two consecutive terms)

Term below expired: 8/1/2025

Cathy Murphy **(Hausmann)**

Commissioner Thorne has nominated Cathy Murphy for a Full Board reappointment to a term ending August 1, 2028.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0578 **Meeting Date:** 8/6/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Discussion: Utilization of outside counsel for commercial property assessment appeals

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0579 **Meeting Date:** 8/6/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.