

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

February 19, 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

25-0112 Board of Commissioners

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

25-0113 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Reginald Tatum Remembrance Day."
(Pitts/Abdur-Rahman)
February 8, 2025

Proclamation recognizing "Eagle Scout Kevin Xiang Zhang Appreciation Day."
(Thorne)
February 8, 2025

Proclamation recognizing "Eagle Scout Avaneesh Jadhav Appreciation Day."
(Thorne)
February 8, 2025

Proclamation recognizing "Anthony "DJ Unk" Platt Remembrance Day."
(Arrington)
February 8, 2025

Proclamation recognizing "Deborah Clark Howard Remembrance Day."
(Abdur-Rahman)
February 8, 2025

Proclamation recognizing "Dr. Bernard Thompson Remembrance Day."
(Abdur-Rahman)
February 13, 2025

Commissioners' District Board Appointments**25-0114 Board of Commissioners
LIBRARY BOARD OF TRUSTEES**

Pursuant to House Bill 595 (2015), there shall be seven Fulton County appointed members, with one such member appointed by each member of the Board of Commissioners of Fulton County.

Term = Each member of the board of trustees appointed by a member of the board of commissioners shall serve at the pleasure of the appointing member of the Board of Commissioners and for the same term as the Commissioner making such appointment.

Term below expired: 12/31/2024
Beverly Rice (**Abdur-Rahman**)

Commissioner Abdur-Rahman has nominated Beverly Rice for a District reappointment to a term ending December 31, 2028.

**25-0115 Board of Commissioners
LIBRARY BOARD OF TRUSTEES**

Term below expired: 12/31/2024
Priscilla Borders (**Hall**)

Commissioner Ivory has nominated Paul Bolster for a District appointment to a term ending December 31, 2028.

**25-0116 Board of Commissioners
COMMISSION ON ELDER AFFAIRS**

Seven (7) appointees by the Board of Commissioners (one for each District); three (3) appointees from each of the non-profit umbrella agencies, which the County contracts with for aging services; and three (3) senior citizens elected by seniors in the three geographical areas of the County. The terms of such members appointed by the Board of Commissioners shall end at the end of the term of the appointing District Commissioner. Such members may continue to serve beyond his/her term until a successor is appointed.

Term = Shall end at the end of the term of the appointing District Commissioner

Term below expired: 12/31/2024
Linda Adams (**Hall**)

Commissioner Ivory has nominated Linda Adams for a District reappointment to a term ending December 31, 2028.

25-0117 Board of Commissioners
FULTON COUNTY ARTS COUNCIL

The Arts Council shall be composed of fifteen (15) residents of the county. Initially, each member of the Board of Commissioners shall appoint two persons to serve on the council, one person to serve for a one-year term and one person to serve a two-year term. No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Arts Council Board; thereafter, each year, each member of the Board of Commissioners shall appoint one member for a two-year term. Each member may continue to serve beyond his/her term until replaced. The Chairman of the Arts Council shall be appointed to a two-year term by a majority vote of the Board of Commissioners. The Council shall elect a Vice-Chairman and a secretary from its membership.

Term = 2 years

Term below expired: 12/31/2022

Onaje Henderson (**Hall**)

Commissioner Ivory has nominated Onaje Henderson for a District reappointment to a term ending December 31, 2026.

25-0118 Board of Commissioners
FULTON COUNTY ARTS COUNCIL

Term = 2 years

Term below expired: 12/31/2024

Gary E. Snyder (**Barrett**)

Commissioner Barrett has nominated Gary E. Snyder for a District reappointment to a term ending December 31, 2026.

25-0119 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
Patricia Lewis (**Abdur-Rahman**)

Commissioner Abdur-Rahman has nominated Lawrence Reeves for a District appointment to a term ending December 31, 2027.

25-0120 Board of Commissioners

ADMINISTRATIVE HEARING OFFICERS

Two-year terms pursuant to Section 34-67(a) of the Fulton County Civil Service Act.

Term = 2 Years

Commissioner Arrington has nominated Jana J. Edmondson-Cooper for an appointment to a two-year term.

25-0121 Board of Commissioners

ADMINISTRATIVE HEARING OFFICERS

Two-year terms pursuant to Section 34-67(a) of the Fulton County Civil Service Act.

Term = 2 Years

Vice-Chairman Ellis has nominated Sterling Eaves for a reappointment to a two-year term.

**Development Authority of Fulton County TEFRA
(Tax Equity Fiscal Responsibility Act)**

25-0122 Board of Commissioners

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Spelman College), Series 2025, in an amount not to exceed \$45,000,00.00 (the "Bonds").

Open & Responsible Government**25-0123 Real Estate and Asset Management**

Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Piaskey Holdings, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 10365 Waters Road, Alpharetta, Georgia 30022 (the Development).

25-0124 Real Estate and Asset Management

Request approval of a Water Easement Dedication of 37,877 square feet to Fulton County, a political subdivision of the State of Georgia, from EA Homes, LP for the purpose of constructing the Argosy Park Project at 0 Northpoint Parkway, Alpharetta, Georgia 30005.

25-0125 Finance

Ratification of the January 2025 Grants Activity Report.

Arts and Libraries**25-0126 Library**

Request approval to increase spending authority - Library, 24SSREQ1339341B-RT, Tablet Stations with EnvisionWare, Inc. in an amount not to exceed \$9,404.24 for the purchase of eight (8) additional Hublet Tablet Stations to be distributed throughout the library system. Effective upon BOC approval.

Health and Human Services**25-0127 Community Development**

Request approval to enter into a Memorandum of Agreement ("MOA") between Fulton County, as the GA 502 Fulton County Continuum of Care ("CoC") Collaborative Applicant, and the Georgia Department of Community Affairs (DCA), on behalf of the Georgia Housing and Finance Authority ("GHFA"), to implement the Homeless Management Information System (HMIS). The term is from December 1, 2024, through November 30, 2025. This item is 100% grant funded in the amount of \$72,659.00 (HMIS grant through the DCA).

SECOND REGULAR MEETING AGENDA

25-0128 **Board of Commissioners**
Adoption of the Second Regular Meeting Agenda.

25-0129 **Clerk to the Commission**
Ratification of Minutes.

Second Regular Meeting Minutes, January 29, 2025
First Regular Meeting Post Agenda Minutes, February 5, 2025

25-0130 **Board of Commissioners**
Presentation of Proclamations and Certificates.

Proclamation recognizing "Atlanta Jewish Film Festival Appreciation Day."
(Barrett/Ivory)

PUBLIC HEARINGS

25-0131 **Board of Commissioners**
Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting.** In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

25-0132 **Public Works**
Public Hearing for the Fulton County 2045 Comprehensive Plan Update and request for approval to transmit the 2045 Comprehensive Plan for Unincorporated Fulton County to the Atlanta Regional Commission (ARC) and Georgia Department of Community Affairs (DCA) for their required review.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****25-0133 County Manager**

Presentation of the Fulton County Operational Report.

25-0134 Finance

Request approval of a Resolution to Equalize the 2025 Cost-of-Living Adjustments (COLAs) among all pensioners by providing those retirees who participated in pension plans without automatic adjustments with the same three percent (3%) COLA that is mandated by the formula provided in the 1982 and 1991 DB Plans and their amendments, effective April 1, 2025.

25-0135 Finance

Discussion of the estimated rollback rate to be provided to the Tax Commissioner as required in the provisions of the new State law HB 581.

25-0136 Purchasing and Contract Compliance

Request approval of a termination of contract for the Office of the Tax Commissioner, Electronic Transaction Processing Agreement with Official Payments Corporation for electronic check payment and processing and credit/debit card payment transaction services. Effective upon BOC approval.

25-0137 Real Estate and Asset Management

Request approval to utilize cooperative purchasing contract - Department of Real Estate and Asset Management, Sourcewell Contract RFP #063022-SES, Commercial Kitchen Equipment with Related Supplies and Services in an amount not to exceed \$241,001.15 with Strategic Equipment, LLC dba TriMark USA, LLC (Albany, GA), for the purchase, delivery and installation of three (3) 80-gallon gas kettles, one (1) roll-in gas oven, and one (1) 2-vat gas fryer with related accessories for the Fulton County Jail. Effective upon BOC approval.

COMMISSIONERS' ACTION ITEMS**25-0107 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current approved FY2025 budget by approving an increase to the total budget provided to the Department of Arts and Culture by an additional amount of \$1,700,000.00 for the Contracts for Services ("CFS") Program to maintain the current level of services provided in FY2024 and recent years; and for other purposes. **(Barrett/Arrington)**
(MOTION TO APPROVE FAILED ON 2/5/25)

Commissioners' Full Board Appointments

25-0138 Board of Commissioners
BOARD OF ETHICS

Each member selected after the initial terms of office have expired shall serve a term of three (3) years or until the termination of his or her membership in the organization from which he or she was selected. The chair shall serve as chair for the remainder of the calendar year and until a successor is chosen. (See Fulton County Code of Laws, Section 2-80).

Term = 3 years

Term below expired: 2/12/2025

LaTonya Nix Wiley (**Atlanta Airport Chamber of Commerce**)

The Atlanta Airport Chamber of Commerce has recommended LaTonya Nix Wiley for a Full Board reappointment to a term ending February 12, 2028.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Open & Responsible Government

25-0139 External Affairs
Presentation: 2025 State Legislative Session Update.

EXECUTIVE SESSION

25-0140 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.: 25-0113

Meeting Date: 2/19/2025

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Reginald Tatum Remembrance Day.” **(Pitts/Abdur-Rahman)**
February 8, 2025

Proclamation recognizing “Eagle Scout Kevin Xiang Zhang Appreciation Day.” **(Thorne)**
February 8, 2025

Proclamation recognizing “Eagle Scout Avaneesh Jadhav Appreciation Day.” **(Thorne)**
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Proclamation recognizing “Anthony “DJ Unk” Platt Remembrance Day.” **(Arrington)**
February 8, 2025

Proclamation recognizing “Deborah Clark Howard Remembrance Day.” **(Abdur-Rahman)**
February 8, 2025

Proclamation recognizing “Dr. Bernard Thompson Remembrance Day.” **(Abdur-Rahman)**
February 13, 2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0122

Meeting Date: 2/19/2025

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

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Spelman College), Series 2025, in an amount not to exceed \$45,000,00.00 (the "Bonds").

February 10, 2025

Via Hand Delivery

Ms. Tonya Grier
Clerk to the Commission
Fulton County Board of Commissioners
141 Pryor Street, S.W.
Atlanta, Georgia 30303

Re: Development Authority of Fulton County Revenue Bonds (Spelman College),
Series 2025

Dear Ms. Grier:

As attorney for the Development Authority of Fulton County (the "Issuer"), I am enclosing herewith for the signature of Chairman Pitts four copies of the TEFRA certificate, with attached standard supporting documentation, pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Spelman College), Series 2025, in an amount not to exceed \$45,000,000 (the "Bonds"). The Bonds will be issued for the benefit of Spelman College, a Georgia non-profit corporation (the "College"), for the purpose of (a) refunding all or a portion of the Development Authority of Fulton County Spelman College Revenue Refunding Bonds, Series 2012 issued in the original aggregate principal amount of \$25,870,000 (the "Series 2012 Bonds"); (b) refunding all or a portion of the Development Authority of Fulton County Spelman College Revenue Refunding Bonds, Series 2015, issued in the original aggregate principal amount of \$52,080,000 (together with the Series 2012 Bonds, the "Refunded Bonds"); and (c) paying all or a portion of the costs of issuing the Bonds (collectively, the "Project"). The Refunded Bonds were issued to finance or refinance all or a portion of the costs of the acquisition, renovation, construction and equipping of certain educational facilities on the campus of the College (collectively, the "Facilities") including: improvements to and furniture and equipment for The Camille Olivia Hanks Cosby, Ed D. Academic Center, Packard Hall, Rockefeller Hall, the Milligan Building, Stewart Living and Learning Center I and Johnetta Betsch Cole Living and Learning Center II, Bessie Strong Hall and Beverly Daniel Tatum Suites (The Suites), furniture and equipment for the Rockefeller Fine Arts Center, HVAC improvements to Manley College Center, acquisition of land and building from the Atlanta University Center, demolition costs of Upton Hall, campus water and steam utility systems, west campus landscape project and other campus infrastructure improvements; and the acquisition of approximately 5.9 acres of land and a building containing 22,000 square feet from Atlanta University Center, the acquisition, construction and equipping of a 500 space parking facility, concurrent improvements in connection with the construction of The Camille

Olivia Hanks Cosby, Ed D. Academic Center, the renovation and equipping of Giles Hall, Reynolds Cottage and Read Hall, the acquisition, construction and equipping of a new living learning center and conference center, additions to Dorothy Shepard Manley Science Center, improvements to the College's utility system, construction of a Residence Hall and dining facilities for approximately 300 students, with parking for approximately 100 spaces, capital repairs and improvements to College facilities, including but not limited to roof repairs/replacement to several campus buildings, furniture replacement and utility systems installation and replacement, and landscaping of campus land. The Facilities are located on the campus of the College at 350 Spelman Lane, SW, Atlanta, Georgia 30314, which campus is bounded by Greensferry Avenue on the north, Spelman Lane on the east, Westview Drive on the west and Chapel Street on the south. The owner or operator of the Facilities financed or refinanced by the Bonds is the College.

Please note that the College commits to comply with the Issuer's Minority and Female Business Enterprises Policy, which was revised April 22, 2008, in accordance with the Fulton County Board of Commissioners Resolution adopted April 2, 2008, however, since this is a refinancing of existing debt, no new construction is anticipated for the Project.

If you or Chairman Pitts have any questions, please call me. Otherwise, please ask Chairman Pitts to execute the enclosed certificates at his earliest opportunity, and please then return at least three executed certificates with supporting documentation to me at your earliest opportunity for further processing.

February 10, 2025

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Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sandra Zayac".

Sandra Z. Zayac

SZZ

Enclosures

cc: Mr. Richard Anderson (w/o encl.)
County Manager
cc: Ms. Y. Soo Jo
County Attorney

**CERTIFICATE OF CHAIRMAN OF FULTON COUNTY BOARD OF
COMMISSIONERS REGARDING PUBLIC APPROVAL FOR DEVELOPMENT
AUTHORITY OF FULTON COUNTY
PROPOSED REVENUE BONDS FOR
SPELMAN COLLEGE**

The undersigned is the Chairman of the Fulton County Board of Commissioners, and as such is the designated chief elected executive official of Fulton County. Spelman College, a Georgia non-profit corporation (the "College") proposes to (a) refund all or a portion of the Development Authority of Fulton County Spelman College Revenue Refunding Bonds, Series 2012 issued in the original aggregate principal amount of \$25,870,000; (b) refund all or a portion of the Development Authority of Fulton County Spelman College Revenue Refunding Bonds, Series 2015, issued in the original aggregate principal amount of \$52,080,000; and (c) pay all or a portion of the costs of issuing the Bonds defined below (collectively, the "Project").

The Project is to be financed from the proceeds of revenue bonds to be issued by the Development Authority of Fulton County (the "Issuer") in the aggregate principal amount of not to exceed \$45,000,000 (the "Bonds"). The initial owner, operator or manager of the facilities financed by the Bonds will be the College. The facilities financed or refinanced by the Bonds are located on the campus of the College at 350 Spelman Lane, SW, Atlanta, Fulton County, Georgia 30314, which campus is bounded by Greensferry Avenue on the north, Spelman Lane on the east, Westview Drive on the west and Chapel Street on the south.

On January 27, 2025, notice of the public hearing (the "Notice") was published on the website of the Issuer. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice. A copy of the Publisher's Affidavit including a copy of the Notice is attached as Exhibit "A" to the Certification of Hearing Officer (the "Certification") dated February 10, 2025, which is attached hereto.

On February 10, 2025, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-928-4609 (Meeting ID: 879 4138 6810). The Hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard, as evidenced by the Certification, which is attached hereto.

The proceedings have been reviewed and determination made that the issuance of the Bonds is legally proper and a placement/investment letter and a Minority and Female Business Enterprise Policy ("MFBE") Utilization Report has been received, as evidenced by the Exhibits "C", "D" and "E", respectively, to the Certification, which is attached hereto.

Based on the foregoing, the undersigned duly approves the issuance of the Bonds as contemplated by the Notice for the purpose of financing the Project for the College. This approval is solely intended to comply with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and shall not result in or impose any pecuniary liability upon or constitute a lien upon the property or a claim against Fulton County, the State of Georgia, or a political subdivision thereof.

This _____ day of _____, 2025.

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

Approved as to form:



Attorney

**CERTIFICATION
RELATIVE TO THE ISSUANCE OF
DEVELOPMENT AUTHORITY OF FULTON COUNTY
PROPOSED REVENUE BONDS
(SPELMAN COLLEGE)**

WHEREAS, the DEVELOPMENT AUTHORITY OF FULTON COUNTY (the “Issuer”) is considering adoption of or has adopted a Resolution (the “Resolution”) providing for the issuance of Development Authority of Fulton County Revenue Bonds related to the Project, in an amount not to exceed \$45,000,000 (the “Bonds”); and

WHEREAS, prior to the adoption of the Resolution, notice of public hearing (the “Notice”) was published on January 27, 2025 on the website of the Issuer, as evidenced by the copy of Publisher’s Affidavit including a copy of the Notice attached hereto as Exhibit “A”. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice; and

WHEREAS, on February 10, 2025, a public hearing (the “Hearing”) with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 833-928-4609 (Meeting ID: 879 4138 6810). The Hearing was conducted by the undersigned as authorized hearing officer for the Issuer in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Bonds and the location and nature of the Project; and

WHEREAS, the names and addresses of all parties attending the Hearing, together with a summary of matters discussed at the Hearing, are set forth on the Hearing Report attached hereto as Exhibit “B”; and

WHEREAS, the documents involved in the proposed issuance of the Bonds have been approved by the attorney for the Issuer, as evidenced by an opinion letter attached hereto as Exhibit “C”; and

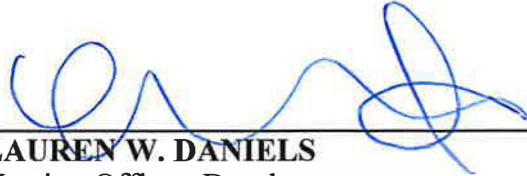
WHEREAS, a placement/investment letter relating to the contemplated placement or underwriting and sale of the Bonds, a copy of which is attached hereto as Exhibit “D”, has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a Minority and Female Business Enterprise Policy (“MFBE”) Utilization Report, a copy of which is attached hereto as Exhibit “E”, has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a copy of the Issuer’s Minority and Female Business Enterprise Policy is attached hereto as Exhibit “F”, as required by procedures adopted by the Board of Commissioners of Fulton County;

NOW, THEREFORE, the undersigned does hereby certify the above facts are true and correct and does request the Board of Commissioners of Fulton County approve the issuance of the Development Authority of Fulton County Revenue Bonds (Spelman College), Series 2025, for the purpose of complying with Section 147(f) of the Internal Revenue Code of 1986.

Given under my hand and seal of the Issuer, this 10th day of February, 2025.



LAUREN W. DANIELS
Hearing Officer, Development
Authority of Fulton County

EXHIBIT "A"

(PUBLISHER'S AFFIDAVIT)

TEFRA Notices

- [Spelman College \(Date Posted: January 27, 2025\)](#)
- [RBH Social Impact Atlanta, LLC \(Teacher's Village\) \(Date Posted: July 15, 2024\)](#)
- [Georgia Tech Facilities, Inc. \(Curran Street Residence Hall Series 2024 Project\) \(Date Posted: May 9, 2024\)](#)
- [RBH Social Impact, Inc. \(Teachers Village\) \(Date Posted: May 9, 2024\)](#)
- [Georgia Tech Facilities, Inc. \(Series 2024A Bonds\) \(Date Posted: January 31, 2024\)](#)
- [Union City Leased Housing Associates II, L.L.P. \(Shannon Reserve\) \(Date Posted: January 29, 2023\)](#)
- [Georgia Tech Facilities, Inc. \(Date Posted: October 30, 2023\)](#)
- [Georgia Tech Athletic Association \(Date Posted: September 11, 2023\)](#)
- [Atlanta International School, Inc. \(Date Posted: September 11, 2023\)](#)
- [Young Men's Christian Association of Metropolitan Atlanta, Inc. \(Date Posted: September 19, 2023\)](#)
- [Shepherd Center, Inc. \(Date Posted: October 19, 2022\)](#)
- [The Westminster Schools, Inc. \(Date Posted: October 19, 2022\)](#)
- [Beverly J. Searles Foundation \(Langston Hughes Apartments\) \(Date Posted:](#)

**NOTICE OF PUBLIC HEARING REGARDING
THE ISSUANCE OF REVENUE BONDS BY THE
DEVELOPMENT AUTHORITY OF FULTON COUNTY
FOR THE BENEFIT OF SPELMAN COLLEGE**

YOU ARE HEREBY NOTIFIED that, pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), a public hearing (the “Hearing”) will be held on Monday, February 10, 2025, at 11:00 a.m., via teleconference in accordance with Revenue Procedure 2022-20 (Dial In: 833-928-4609 and Meeting ID: 879 4138 6810), regarding the issuance by the Development Authority of Fulton County (the “Authority”) of its revenue bonds (the “Bonds”) for the benefit of Spelman College, a Georgia non-profit corporation (the “College”), in one or more series in an aggregate principal amount of not to exceed \$45,000,000.

The Authority will loan the proceeds of the Bonds to the College for the purpose of (a) refunding all or a portion of the Development Authority of Fulton County Spelman College Revenue Refunding Bonds, Series 2012 issued in the original aggregate principal amount of \$25,870,000 (the “Series 2012 Bonds”); (b) refunding all or a portion of the Development Authority of Fulton County Spelman College Revenue Refunding Bonds, Series 2015, issued in the original aggregate principal amount of \$52,080,000 (together with the Series 2012 Bonds, the “Refunded Bonds”); and (c) paying all or a portion of the costs of issuing the Bonds.

The Refunded Bonds were issued to finance or refinance all or a portion of the costs of the acquisition, renovation, construction and equipping of certain educational facilities on the campus of the College (collectively, the “Facilities”) including: improvements to and furniture and equipment for The Camille Olivia Hanks Cosby, Ed D. Academic Center, Packard Hall, Rockefeller Hall, the Milligan Building, Stewart Living and Learning Center I and Johnetta Betsch Cole Living and Learning Center II, Bessie Strong Hall and Beverly Daniel Tatum Suites (The Suites), furniture and equipment for the Rockefeller Fine Arts Center, HVAC improvements to Manley College Center, acquisition of land and building from the Atlanta University Center, demolition costs of Upton Hall, campus water and steam utility systems, west campus landscape project and other campus infrastructure improvements; and the acquisition of approximately 5.9 acres of land and a building containing 22,000 square feet from Atlanta University Center, the acquisition, construction and equipping of a 500 space parking facility, concurrent improvements in connection with the construction of The Camille Olivia Hanks Cosby, Ed D. Academic Center, the renovation and equipping of Giles Hall, Reynolds Cottage and Read Hall, the acquisition, construction and equipping of a new living learning center and conference center, additions to Dorothy Shepard Manley Science Center, improvements to the College’s utility system, construction of a Residence Hall and dining facilities for approximately 300 students, with parking for approximately 100 spaces, capital repairs and improvements to College facilities, including but not limited to roof repairs/replacement to several campus buildings, furniture replacement and utility systems installation and replacement, and landscaping of campus land.

The Facilities are located on the campus of the College at 350 Spelman Lane, SW, Atlanta, Georgia 30314, which campus is bounded by Greensferry Avenue on the north, Spelman Lane on

the east, Westview Drive on the west and Chapel Street on the south. The owner or operator of the Facilities refinanced by the Bonds is the College.

The Bonds will not constitute an indebtedness or general obligation of the Authority or the State of Georgia or any political subdivision thereof, but will be payable solely from amounts paid to the Authority by the College pursuant to a loan agreement to be entered into between the Authority and the College and not from any other fund or source.

Any person interested in the proposed issuance of the Bonds or the nature or locations of the Facilities refinanced by the Bonds may appear at the Hearing using the conference call dial-in instructions set forth above.

The Authority will not conduct any performance audit or performance review with respect to the Bonds as such terms are described in Section 36-82-100, Official Code of Georgia Annotated.

**DEVELOPMENT AUTHORITY OF FULTON
COUNTY**

AFFIDAVIT OF PUBLICATION

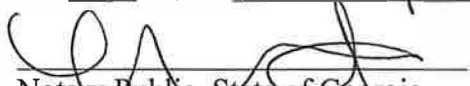
Personally appeared before the undersigned officer authorized to administer oaths, Daniella Gutierrez, who upon being duly sworn deposes and says as follows:

I am the Marketing & Community Relations Manager of the *Development Authority of Fulton County*, a public body corporate and politic, duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* and activated by resolution, as amended, of the governing body of Fulton County. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (26 C.F.R. § 1.147(f)-1 (2018)), public notice has been given by electronic posting on the public website of the *Development Authority of Fulton County*, the on-behalf-of issuer, as an alternative to the public website of the approving governmental unit. Attached hereto is a true and correct copy of the publication of the TEFRA Notice concerning Speilman College, which was published on the *Development Authority of Fulton County* website (<https://www.developfultoncounty.com/tefra-notices>) in an area of the website used to inform its residents about events affecting the residents on the following date: January 27, 2025.



Print Name: Daniella Gutierrez

Sworn to and subscribed before me
this 27th day of January, 2025.



Notary Public, State of Georgia

My commission expires: 01/31/26

[NOTARY SEAL]



EXHIBIT "B"

(HEARING REPORT)

1. The names and addresses of all parties present for the Hearing are as follows:

No parties were in attendance.

2. The matters discussed at the Hearing are summarized as follows:

Because no parties were present at the Hearing, no matters were discussed.

EXHIBIT "C"

(LETTER OF AUTHORITY ATTORNEY)

February 10, 2025

The Board of Commissioners
of Fulton County
Atlanta, Georgia

Development Authority of
Fulton County
Atlanta, Georgia

Dear Sir or Madam:

We are delivering this opinion in compliance with the requirements of the Chairman of the Fulton County Commission relative to approval of financing.

This opinion is to accompany the approval of the Issuer and Financing described as follows:

- Issuer: Development Authority of Fulton County
- Financing: Revenue Bonds in the aggregate principal amount not to exceed \$45,000,000 (the "Bonds")
- Borrower: Spelman College
- Project: To (a) refund all or a portion of the Development Authority of Fulton County Spelman College Revenue Refunding Bonds, Series 2012 issued in the original aggregate principal amount of \$25,870,000; (b) refund all or a portion of the Development Authority of Fulton County Spelman College Revenue Refunding Bonds, Series 2015, issued in the original aggregate principal amount of \$52,080,000; and (c) pay all or a portion of the costs of issuing the Bonds. The facilities financed or refinanced by the Bonds are located on the campus of the College at 350 Spelman Lane, SW, Atlanta, Fulton County, Georgia 30314, which campus is bounded by Greensferry Avenue on the north, Spelman Lane on the east, Westview Drive on the west and Chapel Street on the south.

Public hearing was held before the Development Authority of Fulton County on February 10, 2025, pursuant to an advertisement appearing on the website of the Development Authority of Fulton County on January 27, 2025.

In rendering this opinion, with your permission, we have relied conclusively on representations of representatives of the Issuer, the Borrower, or both as to the correctness of the information set forth above.

Based on the foregoing, we are of the opinion that the Issuer is authorized under the laws of the State of Georgia to issue financing for projects of the type and nature described hereinabove pursuant to Article IX, Section VI, Paragraph III, of the Constitution of Georgia of 1983, as amended, the Development Authorities Law (O.C.G.A. 36-62-1 et seq.) and the Revenue Bond Law (O.C.G.A. 36-82-60 et seq.).

This opinion relates solely to the application relating to the Financing identified above as submitted by or on behalf of the Borrower to the Issuer, and is rendered solely to the parties to whom it is addressed. This opinion is not to be used for any other purpose, quoted in whole or in part, relied upon by or delivered to any other person or party.

Sincerely,



Sandra Z. Zayac

SZZ

Enclosures

EXHIBIT “D”

(Placement/Investment Letter)

RAYMOND JAMES®

February 11, 2025

Development Authority of Fulton County
141 Pryor Street S.W., Suite 2052
Atlanta, Georgia 30303

Attn: Kwanza Hall, Chairman
c/o Sandy Zayac, Authority Counsel

Dear Sir or Madam:

In connection with the public hearing, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended relating to the proposed revenue bonds (the "Bonds") to be issued by the Development Authority of Fulton County (the "Issuer") for the benefit of Spelman College (the "Borrower"), Raymond James & Associates Inc. ("Raymond James") has been engaged to underwrite the sale of the Bonds. As of the date hereof and based on current market conditions, Raymond James expects that it will be able to underwrite and sell the Bonds in a principal amount up to \$40,000,000.

This expectation is based on Raymond James' understanding of the transaction as it is presently structured, including Raymond James' current knowledge of the operations, tax status, financial results, conditions and prospects of the Borrower and general economic and industry conditions. In addition, Raymond James' expectation is based upon the limited information provided by the Issuer and the Borrower to date regarding the transaction and, as Raymond James has not had the opportunity to conduct due diligence, Raymond James understands that it will be provided the opportunity to conduct thorough due diligence prior to any financing or commitment.

This letter does not represent and should not be construed as a commitment by Raymond James or any of its affiliates to underwrite or arrange any financing for the Issuer or the Borrower and does not constitute an undertaking or contractual commitment to purchase on a principal or agency basis any debt securities of the Issuer or the Borrower. Any commitment to underwrite the Bonds will be conditioned on the execution of a mutually acceptable definitive bond purchase agreement and will be subject to the following conditions: (i) internal approval from the applicable Raymond James approval committees; (ii) satisfactory completion of the financing documents; (iii) satisfactory completion of an offering document for the financing; (iv) satisfactory completion of legal, accounting, financial and other due diligence customary in similar capital markets transactions; (v) satisfactory results from the rating agencies with a credit rating of at least A1 from Moody's, and (vi) the absence of any material adverse change in the condition, business results operations or prospects of the Issuer or the Borrower.

Furthermore, Raymond James' underwriting of the Bonds will be subject to certain events having not occurred, including but not limited to: a) any general suspension of, or limitation on prices for, trading in securities in the New York Stock Exchange; (b) any suspension of trading in any securities of the Issuer or the Borrower; (c) any material adverse change in financial market conditions; (d) any declaration of a banking moratorium or any suspension of payments in respect of banks generally in New York or Georgia; or (e) any outbreak or escalation of hostilities or any other calamity or crisis that, in Raymond James' judgment, is material and adverse.

RAYMOND JAMES®

Nothing expressed or implied in this letter is intended to create legal relations among Raymond James, the Issuer and the Borrower or to constitute representations or warranties on which the Issuer or the Borrower may rely.

This letter has been delivered to you for your informational purposes only, at your request, and is not to be distributed or disclosed to, or otherwise relied upon by, any other person without Raymond James' prior written consent, except as required by law.

If you have any questions with respect to this letter, do not hesitate to call the undersigned.

Very truly yours,

Guy Logan
RAYMOND JAMES & ASSOCIATES, INC.

By: _____

A handwritten signature in black ink, appearing to read "Guy Logan", is written over a horizontal line. The signature is stylized and cursive.

EXHIBIT “E”

(Minority and Female Business Enterprise Policy Utilization Report of Spelman College)

BORROWER'S MFBE UTILIZATION REPORT

This report must be submitted at the earlier of the date of TEFRA approval or final bond resolution, and thereafter, updated reports must be submitted on a quarterly basis, beginning with the first full quarter following the date of final bond resolution, to be received by the tenth day following the last day of the relevant quarter. The report should be mailed/mailed to: Development Authority of Fulton County, 141 Pryor Street, S.W., Suite 2052 (Peachtree Level), Atlanta, Georgia 30303 (sandra.zayac@agg.com). Upon the first submission of this report, please attach a copy of the Borrower's policy on hiring of minorities and females or the Prime Contractor's policy on the utilization of minority and female-owned businesses, as applicable. Please complete the report with "N/A - not applicable for refunding transactions" or mark "Not yet engaged" if contractors or subcontractors have not yet been retained.

REPORTING PERIOD		PROJECT NAME:	N/A - Refinancing
FROM:		BOND CAPTION:	Dev Auth of Fulton County Rev Bonds (Spelman College), Series 2025
TO:		PROJECT ADDRESS:	

PRIME CONTRACTOR (Identify if MFBE)		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period
Name:					
Address:					
Telephone #:					

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR or VENDOR UTILIZATION (for equipping of Project or acquisition of personal property)

Continue on additional page if necessary

Name of Sub-Contractor or Vendor (Identify if MFBE)	Description of Work or Goods Purchased	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Borrower's Representative: Dawn Alston

Address: 350 Spelman Lane, S.W., Atlanta, GA 30314

Executed By: 
 (Signature)

Phone: (404) 270-5073

Title: CFO, Senior VP for Business & Financial Affairs **Date:** 2/12/2025

Email: dalston@spelman.edu

EXHIBIT "F"

(Copy of Authority's Minority and Female Business Enterprise Policy Revisions Adopted April 22, 2008)

It is the policy of the Development Authority of Fulton County that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with the Policy.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0123

Meeting Date: 2/19/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Piaskey Holdings, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 10365 Waters Road, Alpharetta, Georgia 30022 (the Development).

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

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

Department of Public Works, in accordance with County Policy and the Statue of Frauds, request the approval of the Fulton Board of Commissioners to execute a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with Piaskey Holdings, LLC.

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

Piaskey Holdings, LLC, the Owner of the real property located at 10365 Waters Road, Alpharetta, Georgia 30022, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, Piaskey Holdings, LLC, and future owners that acquire the Development at 10365 Waters Road, Alpharetta, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

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

Cross Reference:

Book 65550 Page 517

Book 66229 Page 252

After recording, please return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

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

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between Piaskey Holdings, LLC (hereinafter referred to as the "Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located on Land Lot 36, of the 1st District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "Development"); and

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

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

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

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

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

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

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

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

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

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

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book 66229**, **Page(s) 252**, Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.
5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.
6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book 66229** **Page 252** for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted hereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the development or use of the Association's land, of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner's members in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

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

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

Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

- (b) **Commercial/Mixed-Use Developments:** Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County Standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County Standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.
- (c) **Street Maintenance.** The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, and etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary sewer Resources Unit at 404-612-3421 of any proposed maintenance. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: "The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system."
9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney's fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sanitary sewer line for the use of the property as herein agreed.
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date

of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

Owner:

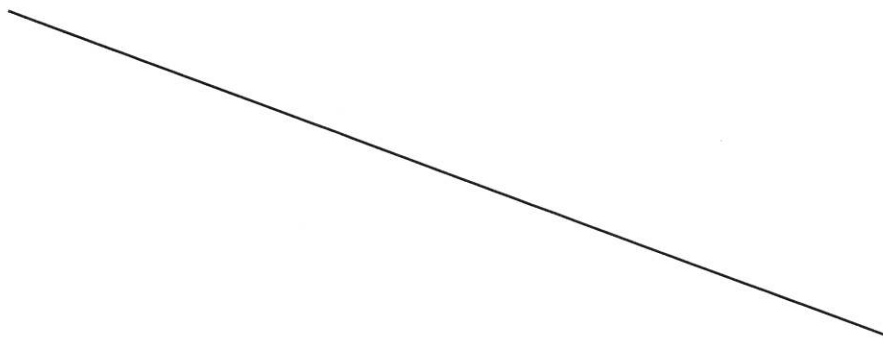
Piaskey Holdings, LLC
5004 Falling Water Terrace
Roswell, GA 30076

County:

David Clark, P.E.
Director, Department of Public Works
141 Pryor Street, S.W.
Suite 6001
Atlanta, GA 30303

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

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



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

Signatures:

Signed sealed and delivered in the presence of

[Handwritten Signature]

Unofficial Witness

Traci Wood
[Handwritten Signature]

Notary Public
My Commission Expires: 7/24/27

(Notary Seal)

(Notary Stamp)

Attest:

Clerk of Commission

APPROVED AS TO CONTENT: _____

David E. Clark, Director
Department of Public Works

OWNER

Piaskey Holdings, LLC

[Handwritten Signature]
Signature (Authorized Party to Bind Owner Entity)

John Ejumajowo, CEO/Owner
Signatory's Name and Title (printed)

Owner's Address: _____
5004 Falling Water Terrace
Roswell, GA 30076



FULTON COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

APPROVED AS TO FORM: _____

Y. Soo Jo, County Attorney

EXHIBIT "A"

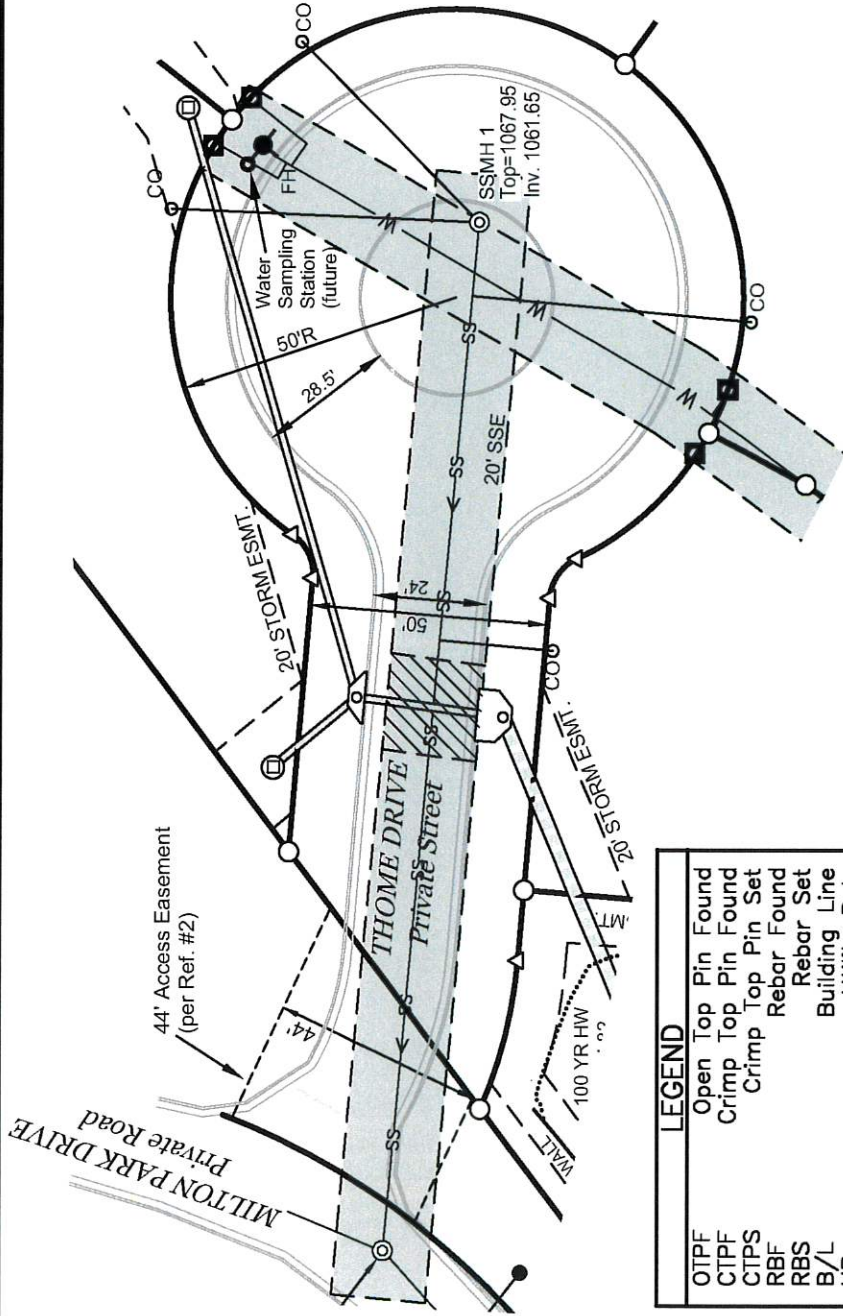
(attach legal description and/or plat of the easement area)

TRACT DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 36 OF THE 1ST DISTRICT, 1ST SECTION, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO LOCATE THE TRUE POINT OF BEGINNING, BEGIN AT A ½" REBAR LOCATED AT A NORTHING of 1467588.77 feet and a EASTING of 2270798.01 feet, in GEORGIA STATE PLANE, WEST ZONE, THENCE ALONG THE PROPERTY LINE COMMON TO EBENEZER ROAD VENTURE, LLC and PIASKEY HOLDINGS, LLC NORTH 52 DEGREES 49 MINUTES 21 SECONDS EAST A DISTANCE OF 68.47 FEET TO A POINT; THENCE FURTHER ALONG THE SAME PROPERTY LINE A DISTANCE OF 12.18 FEET TO A POINT LOCATED AT THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING DEPARTING SAID PROPERTY LINE, RUNNING THROUGH THE LANDS NOW OR FORMERLY BELONGING TO EBENEZER ROAD VENTURE, LLC NORTH 85 DEGREES 35 MINUTES 24 SECONDS WEST A DISTANCE OF 49.84 FEET TO A POINT; THENCE NORTH 4 DEGREES 24 MINUTES 36 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 85 DEGREES 35 MINUTES 24 SECONDS EAST A DISTANCE OF 72.37 FEET TO A POINT; THENCE SOUTH 52 DEGREES 49 MINUTES 21 SECONDS WEST A DISTANCE OF 30.13 FEET TO SAID POINT LOCATED AT THE TRUE POINT OF BEGINNING.

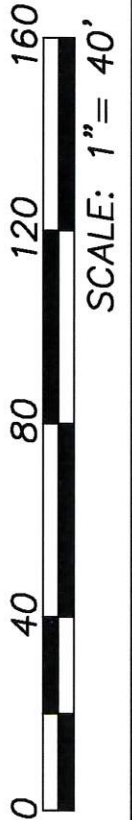
SAID TRACT OR PARCEL OF LAND CONTAINS 1,222 SQUARE FEET, BEING 0.0281 ACRES.



AB
10/19/23



LEGEND	
OTPF	Open Top Pin Found
CTPF	Crimp Top Pin Found
CTPS	Crimp Top Pin Set
RBF	Rebar Found
RBS	Rebar Set
B/L	Building Line
UP	Utility Pole
N or F	Now or Formerly
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
SSMH	Sanitary Sewer Manhole
---	Land Lot Line
-x-	Fence
-#-	Overhead Wire
-/-	Not to Scale
◻	Water Meter
◻	Calculated Point
[Hatched Box]	Pervious Pavers
[Diagonal Hatched Box]	SSE Encroachment for storm drain 20' x 20' = 400 SF



Sanitary Sewer Encroachment Exhibit for:

AKUNNA COURT

Land Lot 36, 1st District, 1st Section
City of Alpharetta, Fulton County, Georgia
10-18-2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0124

Meeting Date: 2/19/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Easement Dedication of 37,877 square feet to Fulton County, a political subdivision of the State of Georgia, from EA Homes, LP for the purpose of constructing the Argosy Park Project at 0 Northpoint Parkway, Alpharetta, Georgia 30005.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed Argosy Park 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 37,877 square feet and is located in Land Lot 1188 of the 2nd District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

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 : Argosy
Tax Parcel Identification No.: 22 545011882592
Land Disturbance Permit No.: WRN23-089
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 28th day of August, 2024, between EA HOMES, LP, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 1188, 2nd Section (if applicable) of District 2nd, Fulton County, Georgia, and more particularly described as follows: To wit:

ARGOSY PARK

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 28th
day of August, 2024
in the presence of:

[Signature]
Witness

GRANTOR: EA Homes, LP
CORPORATE NAME

By: [Signature]

Print Name: Paul Corley

Title: Regional President

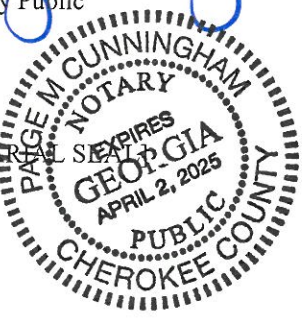
By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]

[Signature]
Notary Public



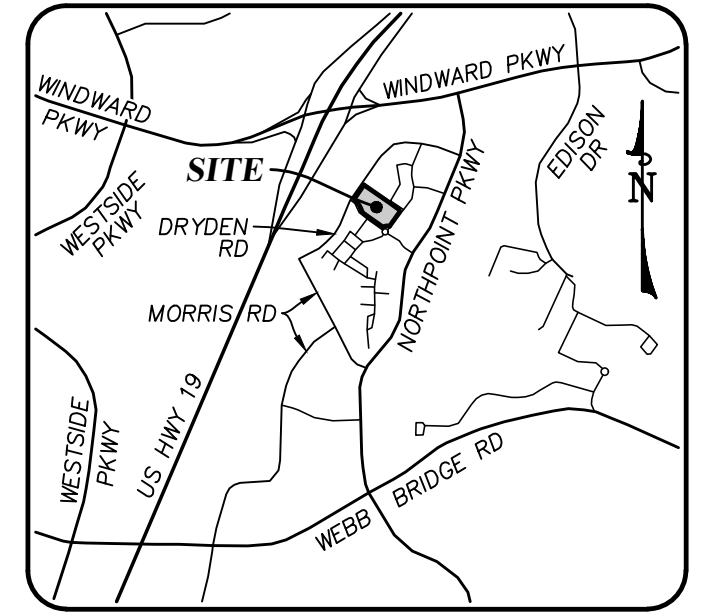
**WATER EASEMENT EXHIBIT OF:
ARGOSY PARK**

**LOCATED IN LAND LOT 1188
2nd DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
AUGUST 5, 2024**

**FULTON COUNTY PERMIT # WRN-23-089
TAX PARCEL ID #: 22 545011882592**

OWNER:
EA HOMES, LP.
5775 GLENRIDGE DRIVE, BLDG D
ATLANTA, GEORGIA 30325
PHONE: 770.541.6910

DEVELOPER:
EMPIRE COMMUNITIES
5775 GLENRIDGE DRIVE, BLDG D
ATLANTA, GEORGIA 30325
PHONE: 770.541.6910



**VICINITY MAP
(NOT TO SCALE)**

CALL TABLE

LINE	BEARING	DISTANCE
UE1	N45°54'38"E	11.38'
UE2	N33°53'21"E	192.46'
UE3	N78°53'27"E	10.20'
UE4	S56°06'39"E	287.20'
UE5	N33°53'21"E	2.50'
UE6	S56°06'39"E	42.02'
UE7	S33°53'21"W	1.91'
UE8	S56°06'39"E	0.25'
UE9	S33°53'21"W	130.97'
UE10	S56°06'39"E	33.99'
UE11	S33°53'21"W	49.19'
UE12	S09°33'50"E	29.59'
UE13	N27°46'52"W	11.60'
UE14	S62°13'08"W	20.00'
UE15	N05°23'40"E	10.17'
UE16	N09°33'50"W	31.27'
UE17	N56°06'39"W	257.11'
UE18	S33°53'21"W	4.83'
UE19	N56°06'39"W	12.00'
UE20	N33°53'21"E	4.83'
UE21	N56°06'39"W	73.50'
UE22	S57°22'05"W	13.75'
UE23	S33°53'21"W	94.30'
UE24	N56°06'39"W	8.80'
UE25	S33°53'21"W	12.50'
UE26	S56°06'39"E	8.80'
UE27	S33°53'21"W	9.81'
UE28	S78°53'21"W	23.23'
UE29	N56°06'39"W	265.93'
UE30	N33°53'21"E	1.29'
UE31	N56°06'39"W	7.47'
UE32	N33°53'21"E	121.05'
UE33	S56°06'39"E	9.50'
UE34	N33°53'21"E	5.55'
UE35	S56°06'39"E	272.36'
UE36	S33°53'21"W	4.08'
UE37	S56°06'39"E	11.00'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
UEC1	2.58'	2.50'	S02°58'46"W	2.47'
UEC2	20.60'	50.50'	S14°57'13"E	20.46'
UEC3	15.71'	10.00'	S11°06'39"E	14.14'
UEC4	27.44'	178.00'	N37°08'11"W	27.41'
UEC5	9.86'	15.50'	N15°39'47"E	9.70'

**GUNNIN
SURVEY**

141 Railroad Street, Suite 116
Canton, Georgia 30114

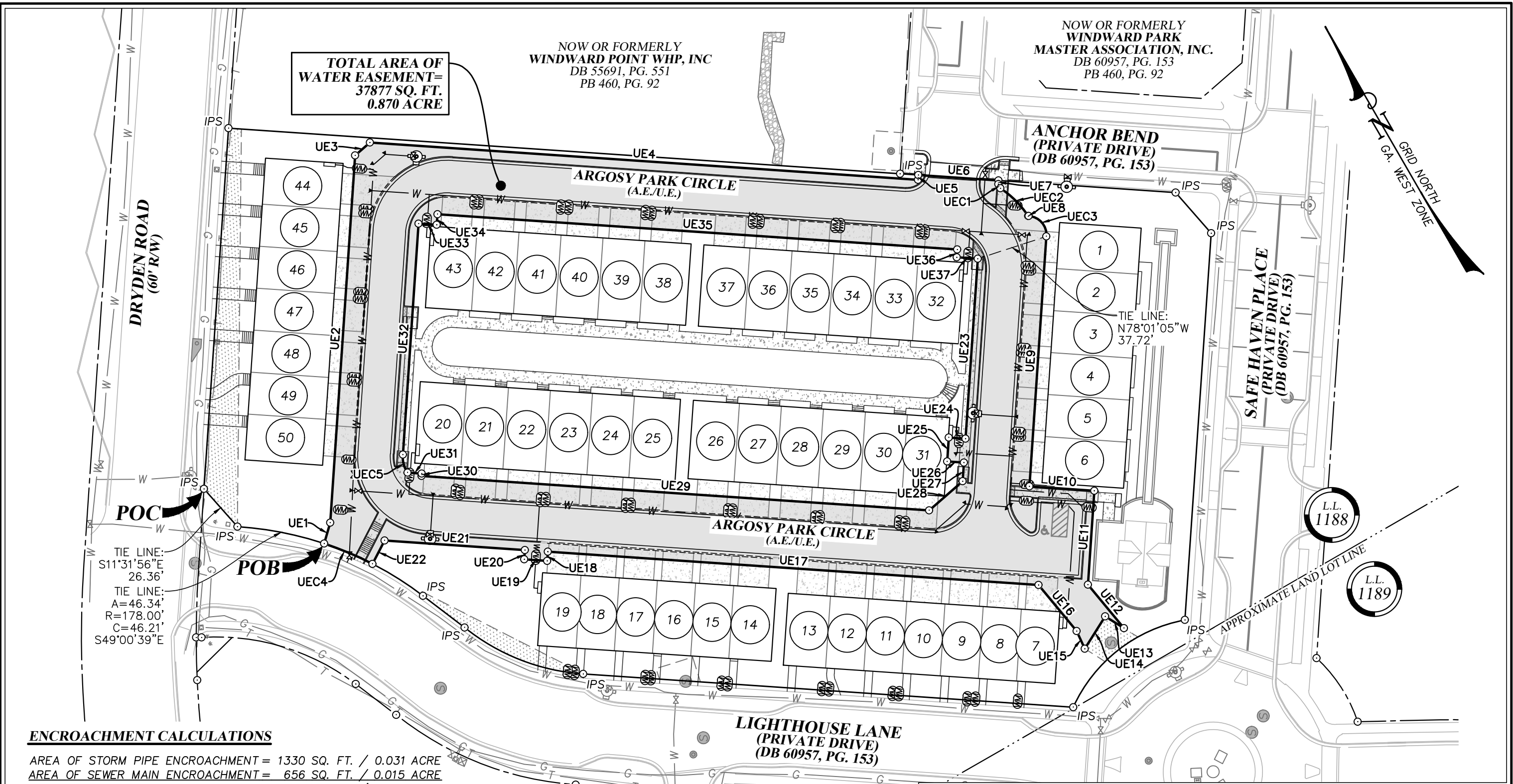
www.gunninsurvey.com
678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC

**DRAWN BY: KGD
CHECKED BY: AWG**

PROJECT NO. 23086

SHEET	OF
1	2



TOTAL AREA OF WATER EASEMENT= 37877 SQ. FT. 0.870 ACRE

NOW OR FORMERLY WINDWARD POINT WHP, INC
DB 55691, PG. 551
PB 460, PG. 92

NOW OR FORMERLY WINDWARD PARK MASTER ASSOCIATION, INC.
DB 60957, PG. 153
PB 460, PG. 92

ANCHOR BEND (PRIVATE DRIVE) (DB 60957, PG. 153)

SAFE HAVEN PLACE (PRIVATE DRIVE) (DB 60957, PG. 153)

ARGOSY PARK CIRCLE (A.E./U.E.)

LIGHTHOUSE LANE (PRIVATE DRIVE) (DB 60957, PG. 153)

TIE LINE:
S11°31'56"E
26.36'
TIE LINE:
A=46.34'
R=178.00'
C=46.21'
S49°00'39"E

TIE LINE:
N78°01'05"W
37.72'

LL. 1188

LL. 1189

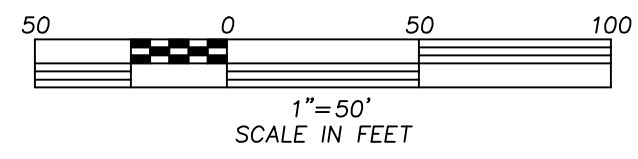
ENCROACHMENT CALCULATIONS

AREA OF STORM PIPE ENCROACHMENT = 1330 SQ. FT. / 0.031 ACRE
AREA OF SEWER MAIN ENCROACHMENT = 656 SQ. FT. / 0.015 ACRE
TOTAL AREA OF ENCROACHMENT = 1986 SQ. FT. / 0.046 ACRE

WATER EASEMENT EXHIBIT OF: ARGOSY PARK

LOCATED IN LAND LOT 1188
2nd DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
AUGUST 5, 2024

Bjm
8/27/2024



141 Railroad Street, Suite 116
Canton, Georgia 30114

www.gunninsurvey.com
678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY: KGD
CHECKED BY: AWG

PROJECT NO. 23086

SHEET	OF
2	2



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0125

Meeting Date: 2/19/2025

Department

Finance

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

Ratification of the January 2025 Grants Activity Report.

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

Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' First and Second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

Strategic Priority Area related to this item *(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 Fulton County January 2025 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period January 1, 2025 - January 31, 2025.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 2 (\$150,061.00 + \$0 Cash Match)

- Applications Awarded: 2 (\$20,000.00 + \$0 Cash Match)

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

- Justice and Safety
- Health and Human Services

The Fulton County January 2025 Grants Activity Report (GAR)-Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through January 31, 2025. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 13 (\$109,409,266.00 + \$0 Cash Match)
- Total Applications Awarded: 2 (\$20,000.00 + \$0 Cash Match)
- Total Grant Applications Denied: 0 (\$0 + No Cash Match)

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



**FULTON
COUNTY**

**FULTON COUNTY FY2025
GRANTS ACTIVITY REPORT
January 2025**

Presented to:
Fulton County Board of Commissioners
Wednesday, February 19, 2025
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded January 1, 2025 - January 31, 2025

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

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2025 January Grants Activity Report

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

Grant Applications Submitted and/or Awarded January 1, 2025 Through January 31, 2025 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
District Attorney	Criminal Justice Coordinating Council	STOP Violence Against Women Act - Court Programs	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$50,061.00. Funding will support conferences, meetings, and consultation services for the Domestic Violence Court and Justice Center. The grant period is from January 1, 2025 through December 31, 2025. There is an in-kind match required for this grant in the amount of \$12,500.00, which will be covered by staff time on this project. The grant period is from January 1, 2025 through December 31, 2025. No County Cash Match	\$ 50,061.00	\$ -	Pending	\$ 67,000.00
District Attorney	Criminal Justice Coordinating Council	STOP Violence Against Women Act - Court Programs	Request approval to apply and accept a new repeat grant from the Criminal Justice Coordinating Council in the amount of \$100,000.00. Funding will support the Domestic Violence Court and Justice Center by covering the salaries and benefits of two (2) Victim Witness Advocates. The advocates will provide support to victims through the pre and post indictment process. There is an in-kind match required for this grant in the amount of \$33,000.00, which will be covered through staff time on the project. The grant period is from January 1, 2025 through December 31, 2025. No County Cash Match	\$ 100,000.00	\$ -	Pending	\$ 155,903.00
Marshal	United States Marshal Service	Joint Law Enforcement Operations Task Force	Request approval to accept a repeat grant from the United States Marshal Service in the amount of \$20,000.00. Funding will support joint law enforcement operations, and reimbursement for overtime for the Fulton County assigned investigator providing full time support to the task force. The grant period is from October 24, 2024 through September 30, 2025. No County Cash Match	\$ 20,000.00	\$ -	Awarded	\$ 20,000.00
Subtotal:				\$ 170,061.00	\$ -		
HEALTH AND HUMAN SERVICES							
Behavioral Health and Developmental Disabilities	Georgia Department of Behavioral Health and Development Disabilities	Fulton County Behavioral Health Crisis Center	Request approval to accept a new grant from Georgia Department of Behavioral Health and Development Disabilities in the amount to be determined. Funding will be provided by reimbursement through the Federal Management Agency (FEMA) Crisis Counseling Program (CCP) in the event of a presidentially declared disaster. Funding will be used to assist individuals and communities in recovering from the challenging effects of a natural and human caused disasters. The grant period is from July 1, 2024 through June 30, 2028. No County Cash Match	TBD	\$ -	Awarded	\$ -
Subtotal:				\$ -	\$ -		
ARTS AND LIBRARIES							
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
TOTAL:				\$ 170,061.00	\$ -		



Exhibit 2: All Grants Activity

Cumulative Through January 31, 2025

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity. Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.

EXHIBIT 2: ALL GRANTS ACTIVITY

CUMULATIVE & CURRENT PERIOD (AS OF January 31, 2025)

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

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

ALL GRANTS ACTIVITY						
All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 1/1/2025-1/31/2025	Current Period Funds: 1/1/2025-1/31/2025	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	11	\$ 109,259,205.00	2	\$ 150,061.00	13	\$ 109,409,266.00
Grants Awarded*	0	\$ -	2	\$ 20,000.00	2	\$ 20,000.00
Grants Denied	0	\$ -	0	\$ -	0	\$ -
Cash Match Requested-2025	-	\$ -	-	\$ -	-	\$ -
Total:	11	\$ 109,259,205.00	4	\$ 170,061.00	15	\$ 109,429,266.00

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 1/1/2025-1/31/2025	Current Period Funds: 1/1/2025-1/31/2025	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	0	\$ -	0	\$ -	0	\$ -
Renewal/Repeat Grant Awards	0	\$ -	2	\$ 20,000.00	2	\$ 20,000.00
Total:	0	\$ -	2	\$ 20,000.00	2	\$ 20,000.00

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 1/1/2025-1/31/2025	Current Period Funds: 1/1/2025-1/31/2025	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	0	\$ -	1	\$ -	1	\$ -
Formula Grant Awards^^	0	\$ -	1	\$ 20,000.00	1	\$ 20,000.00
Total:	0	\$ -	2	\$ 20,000.00	2	\$ 20,000.00

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

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0126

Meeting Date: 2/19/2025

Department

Library

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

Request approval to increase spending authority - Library, 24SSREQ1339341B-RT, Tablet Stations with EnvisionWare, Inc. in an amount not to exceed \$9,404.24 for the purchase of eight (8) additional Hublet Tablet Stations to be distributed throughout the library system. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: On December 18, 2024, the BOC approved the initial request using 100% of grant funds in the amount of \$106,195.76. The library has decided to purchase additional units using General Fund funding. This additional funding request will ensure that the library can purchase the tablet stations and distribute tablet stations to all library branches within this funding cycle.

Scope of Work: The Library System currently has 15 EnvisionWare tablet base stations. With the purchase of these units, the library also purchased the Saas Cloud Management subscription. This

subscription provides maintenance for all units along with additional features exclusive to Envisionware. The tablet stations are powered by Hublet and provides unique enhanced online access and user experiences. The tablet stations provide accessibility to digital content for all library users. The units have the versatility to be used in various ways such as access to magazines to powering and operating robots in makerspaces. Each device supports multiple profiles, allowing access to age and other user group appropriate content across the library’s patron base. Our tablets are designed to work exclusively within predefined WiFi networks, ensuring secure and controlled usage. The units also provide unique usage benefits such as borrowing, return, content updates, and data wiping which assist with optimizing privacy protections. Additionally, each tablet is securely locked to the charging station, requiring library card authentication for access. The tablets come with predefined applications, files and desktop views which prevents users from installing unauthorized applications or altering device settings ensuring a safe environment and usage for patrons. Lastly, the library system can provide usage reports, providing insights into loan statistics and tablet usage.

Community Impact: Approval of this item will provide patrons with the opportunity to use the latest technology.

Department Recommendation: The department recommends approval of this item.

Project Implications: There are no project implications.

Community Issues/Concerns: There are not community issues or concerns.

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

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0881	12/18/2024	\$106,195.76
Amendment No. 1			\$9,404.24
Total Revised Amount			\$115,600.00

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

Not Applicable

Exhibits Attached

Exhibit 1: Contractor Performance Memo

Contact Information

Jamar Parker, Financial Systems Manager, Library System 404-771-7578

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$106,195.76
 Previous Adjustments: 0.00
 This Request: \$9,404.24
 TOTAL: \$115,600.00

Grant Information Summary

Amount Requested: [Click here to enter text.](#) Cash
 Match Required: [Click here to enter text.](#) In-Kind
 Start Date: [Click here to enter text.](#) Approval to Award
 End Date: [Click here to enter text.](#) Apply & Accept
 Match Account \$: [Click here to enter text.](#)

Fiscal Impact / Funding Source

Funding Line 1:

100-650-6565-1410: General Fund, Library, Equipment

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Click here to enter a date.
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: No renewal options

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

Agenda Item No.: 25-0126

Meeting Date: 2/19/2025

1/1/2025

4/30/2025

INTEROFFICE MEMORANDUM



TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: EnvisionWare, Inc
Library

DATE: 12/03/2024

SUBJECT: Contractor Performance Memo

The Contractor listed below has never provided professional services as a Prime Contractor for Fulton County.

Project No: 24SSREQ1339341B-RT

Project Title: Envisionware Tablet Stations

Contractor: EnvisionWare, Inc
3820 Mansell Road, Suite 350
Alpharetta, Georgia 30022



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0127

Meeting Date: 2/19/2025

Department

Community Development

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

Request approval to enter into a Memorandum of Agreement ("MOA") between Fulton County, as the GA 502 Fulton County Continuum of Care ("CoC") Collaborative Applicant, and the Georgia Department of Community Affairs (DCA), on behalf of the Georgia Housing and Finance Authority ("GHFA"), to implement the Homeless Management Information System (HMIS). The term is from December 1, 2024, through November 30, 2025. This item is 100% grant funded in the amount of \$72,659.00 (HMIS grant through the DCA).

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background:

Request approval to enter into a Memorandum of Agreement ("MOA") between Fulton County, as the GA 502 Fulton County Continuum of Care ("CoC") Collaborative Applicant, and the Georgia Department of Community Affairs (DCA), on behalf of the Georgia Housing and Finance Authority ("GHFA"), to implement the Homeless Management Information System (HMIS).

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

DCA will manage the HMIS grant in cooperation with the Fulton County CoC, and will collect Cost Sharing Fees, as agreed upon through the Georgia Cost Sharing Plan.

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

Project Name:	Fulton HMIS Renewal Grant
No. (if applicable):	GA0232L4B022311
Grant or funding source Term:	<u>12/1/2024-11/30/2025</u>
Grant/Funding Source Amount:	<u>\$72,659.00</u>

Amount of Grant Retained by CoC (if applicable): \$ 41,005.80

Amount of Grant/Funding source retained by DCA: \$ 31,653.20

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

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

Department Recommendation: Approve the requested action.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

461-121-HS24-1160

STATE OF GEORGIA
COUNTY OF FULTON

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

This Memorandum of Agreement (“MOA”), is made and entered into this 1st day of December, 2024 (the “Effective Date”), by and between Georgia Housing and Finance Authority (“GHFA”), an instrumentality of the State of Georgia, whose address is 60 Executive Park South, NE, Atlanta, GA 30329, and Fulton County, Georgia on behalf of the Fulton County Continuum of Care (“CoC”) (“the Fulton CoC”), whose address is 141 Pryor St. SW, Atlanta, GA 30303, collectively referred to as the “Parties”.

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

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

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

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

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

1. PURPOSE

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

II. APPLICABILITY

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

III. RESPONSIBILITIES

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

IV. TERM

The initial term of this MOA shall commence on the Effective Date, the 1st day of December 1, 2024, and terminate on the 30th day of November 2025, unless terminated pursuant to the termination provisions contained in this MOA. A Party desiring to renew this Agreement shall give the other Party at least sixty (60) days' written notice of intent to renew prior to the expiration of the MOA. The term of this MOA may be renewed by mutual consent of the Parties in a written agreement between them signed by their authorized representatives.

V. FUNDING.

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

VI. COST SHARING

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

Project Name:	Fulton HMIS Renewal Grant
No. (if applicable):	GA0232L4B022311
Grant or funding source Term:	<u>12/1/2024-11/30/2025</u>
Grant/Funding Source Amount:	<u>\$72,659</u>

Amount of Grant Retained by CoC (if applicable): \$ 41,005.80

Amount of Grant/Funding source retained by DCA: \$ 31,653.20

VII. CONDITIONS

A. Conditions for HMIS Grant recipients:

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

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

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

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

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

C. Designated Representative:

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

VIII. TERMINATION

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

IX. AMENDMENT

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

X. DEFAULT

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

XI. NOTICE

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

GHFA:

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

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

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

XII. DISPUTE RESOLUTION

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

XIII. COOPERATION

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

XIV. MISCELLANEOUS.

A. Georgia Open Records Act.

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

B. Entire Agreement.

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

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

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Form:

Y. Soo Jo, County Attorney

GEORGIA HOUSING AND FINANCE
AUTHORITY (“GHFA”)



Philip Gilman
Deputy Commissioner,
Housing Assistance and
Development

Appendix A

2017 Approved Georgia HMIS Cost Distribution Plan

Background

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

Purpose

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

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

Year 1 Transition Budget (Actuals)

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

Year 1 - Revenue Side

BALANCE OF STATE HMIS GRANT	TOTAL CASH MATCH CONTRIBUTED TO SYSTEM IMPLEMENTATION FROM NON GHFA GRANTS	CASH MATCH CONTRIBUTED TO HMIS IMPLEMENTATION FROM GHFA	GHFA AND GA ESG ADDITIONAL CONTRIBUTION	OTHER COC CONTRIBUTION TO SYSTEM-ATL, DEKALB, FULTON
\$620,000.00	50	\$136,000.00	\$196,750.00	\$171,695.00
This is the grant that GHFA has out of their BoS portfolio that pays for implementation		This is GHFA's cash match that is contributed towards the Statewide implementation	This is one time additional funding that the State of GA contributed to extra HMIS costs incurred in the first year from ESG and GHFA	Atlanta, DeKalb and Fulton each made one time contributions to the additional one time costs in the first year of implementation. These contributions supported project management and system implementation costs
TOTAL REVENUE IMPLEMENTATION YEAR 1				\$1,124,445.00

Year 1 – The Expenditure Side

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

Year 1 – Cost Summary

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

Year 1 – Cost Distribution Option

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

Year 2 – The Revenue Side

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

Year 2 – The Expenditure Side – Option 1

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

System Administration Using De-Centralized Support Model

Agency Admin – Level 1

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

CoC Admin – Level 2

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

System Admin – Level 3

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

Levels Supported by System Admin

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

Year 2 The Expenditure Side: Option 2

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

System Administration Using the Centralized Support Model

Year 2 – Cost Summary

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

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

Cost Distribution Summary Option 1 – Approved Selection

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

Cost Distribution Summary Option 2

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

Appendix B

Eligible Services:

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

Equipment

Central server(s)
Personal computers and printers
Networking
Security

Personnel

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

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

Software

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

Services

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

HMIS Space & Operations

Space costs
Operational costs

Appendix C

Responsibilities of the HMIS Lead

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

Project Management

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

System Functionality

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

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

Georgia HMIS Standard Operating Procedures

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

Training and Technical Assistance

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

Responsibilities of the Continua of Care

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

Governance Commitments

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

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

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

Revision Update

10/25/2022	<ul style="list-style-type: none"> - Formatting updates - Updated document date - Added 2017 Approved Cost Distribution Plan as Appendix A - Moved Services to Appendix B - Moved Responsibilities to Appendix C
12/16/2024	<ul style="list-style-type: none"> - Annual update



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0130

Meeting Date: 2/19/2025

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Atlanta Jewish Film Festival Appreciation Day.” **(Barrett/Ivory)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0132

Meeting Date: 2/19/2025

Department

Public Works

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

Public Hearing for the Fulton County 2045 Comprehensive Plan Update and request for approval to transmit the 2045 Comprehensive Plan for Unincorporated Fulton County to the Atlanta Regional Commission (ARC) and Georgia Department of Community Affairs (DCA) for their required review.

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.

Once ARC and DCA have submitted their findings and recommendations, Fulton County may adopt the completed document. It is anticipated that the 2045 Comprehensive Plan will be transmitted via BOC resolution in February 2025 after the Public Hearing is held on February 19, 2025. Once ARC and DCA complete their review, the final Comprehensive Plan is expected to be presented for BOC adoption in the summer of 2025.

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, and a Public Hearing is to be held on February 19, 2025.

Department Recommendation:

The Department of Public Works recommends the Board of Commissioners submit the 2045 Comprehensive Plan to ARC and DCA for their review.

Project Implications:

Without an approved Comprehensive Plan for the 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 - no funding is required



**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 infographic 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.

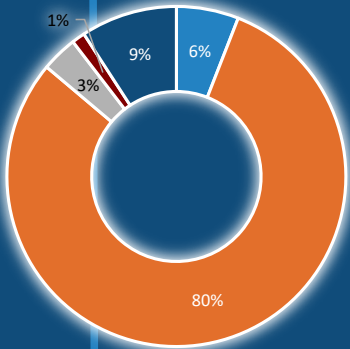


Over the past two decades, Fulton County, Georgia, has undergone significant growth, demographic shifts, and changes in governance, mirroring broader trends in the Atlanta metropolitan area. Once a largely rural and suburban region, the county has transformed into one of Georgia's most urbanized areas, 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

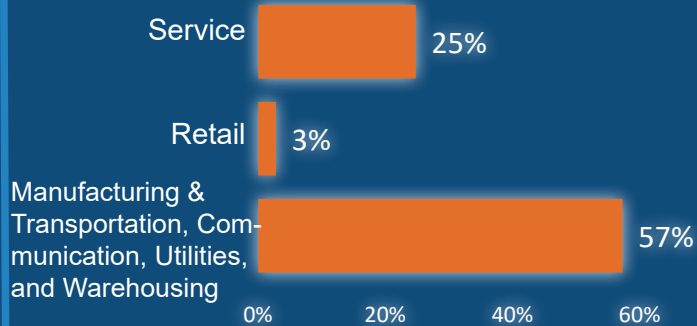
264

Median Household Income

\$90,900

Employment

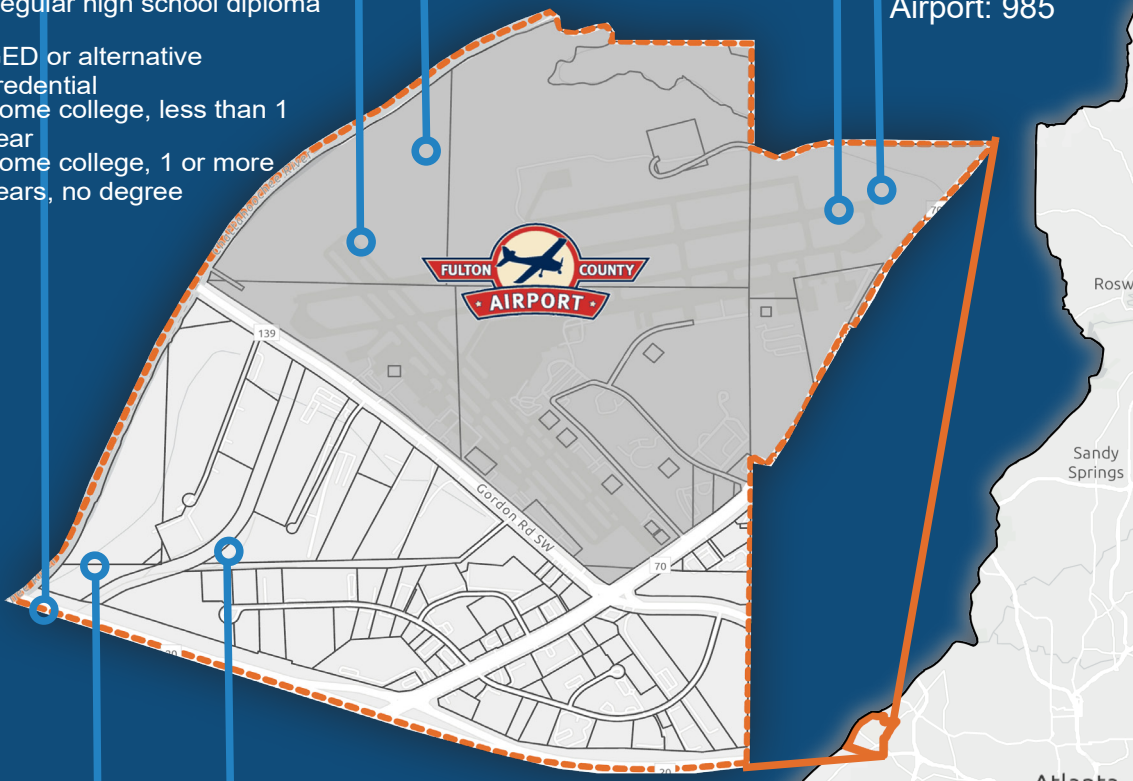
1,651 jobs



Acres

Total: 1,024

Airport: 985



Health Ranking, 2024

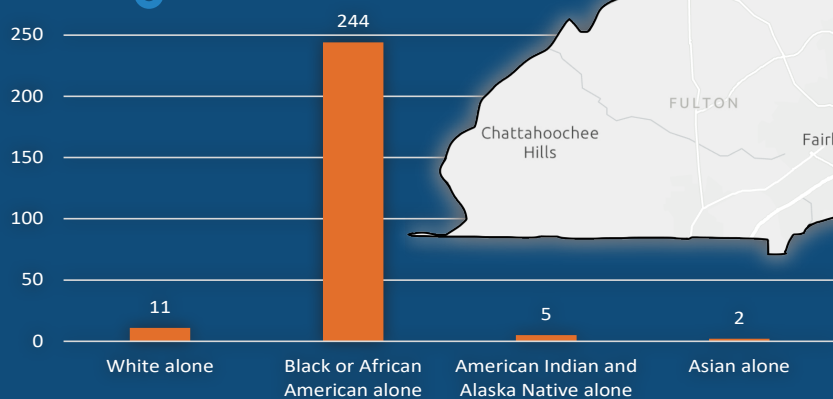
Health Outcomes

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.



Planning & Zoning

Planning, zoning, permitting, building inspections and land development/inspections for Unincorporated Fulton County is 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.



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.



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.

Infrastructure



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.



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.



Water

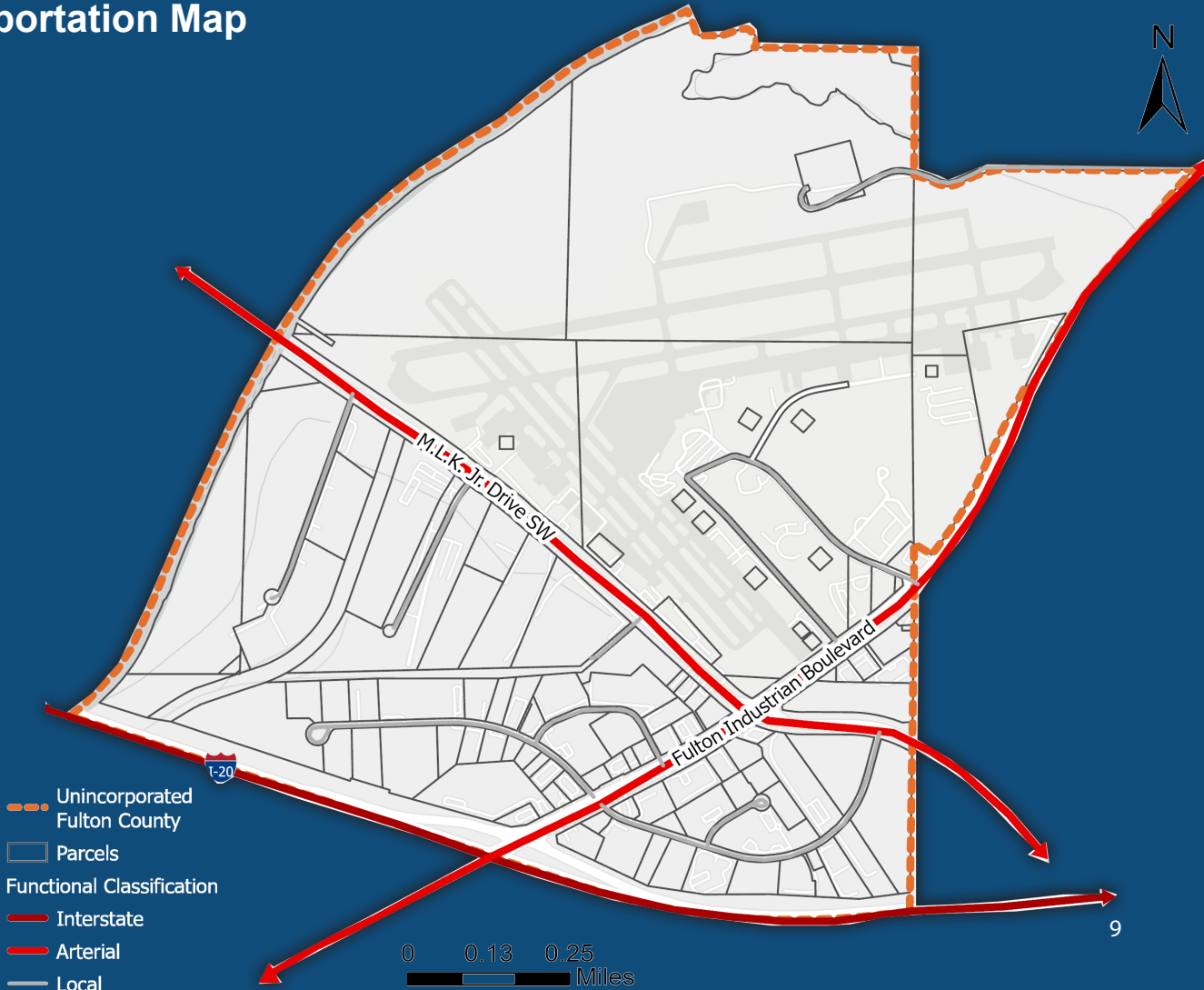
Water is supplied to unincorporated Fulton County by the City of Atlanta.



Wastewater

Wastewater services are provided by Fulton County Public Works.

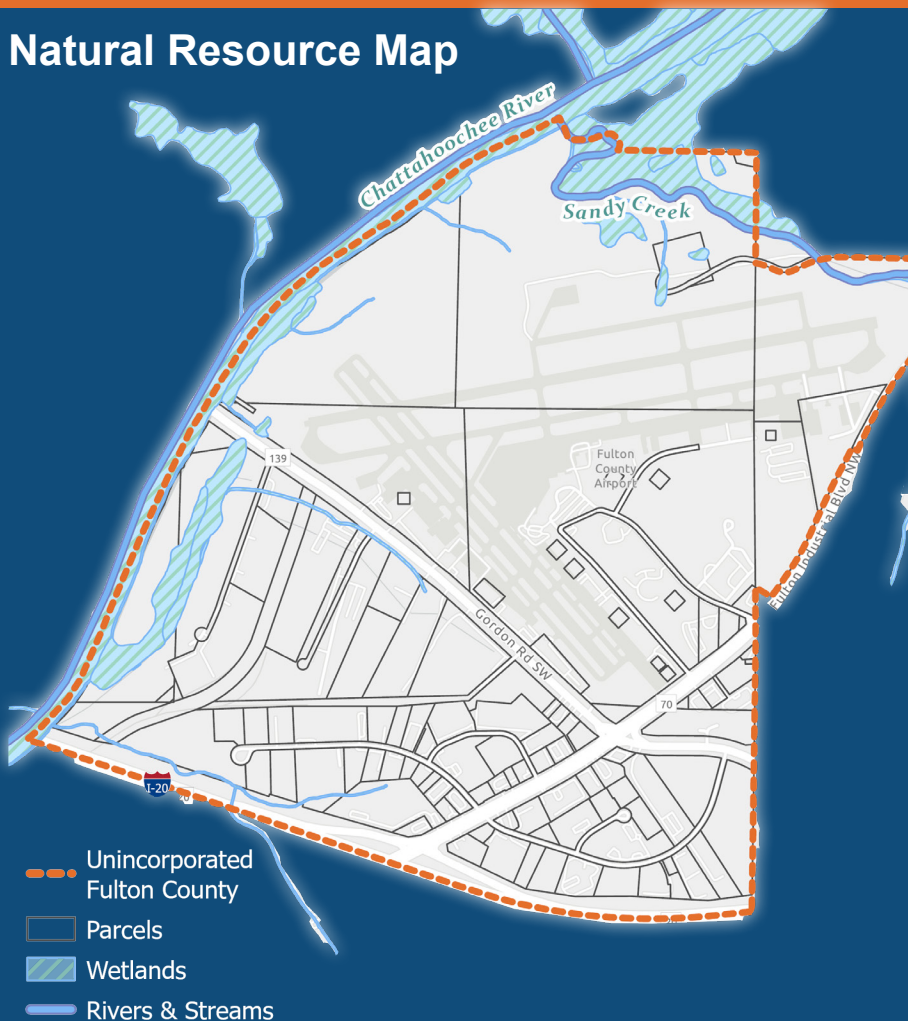
Transportation Map



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.











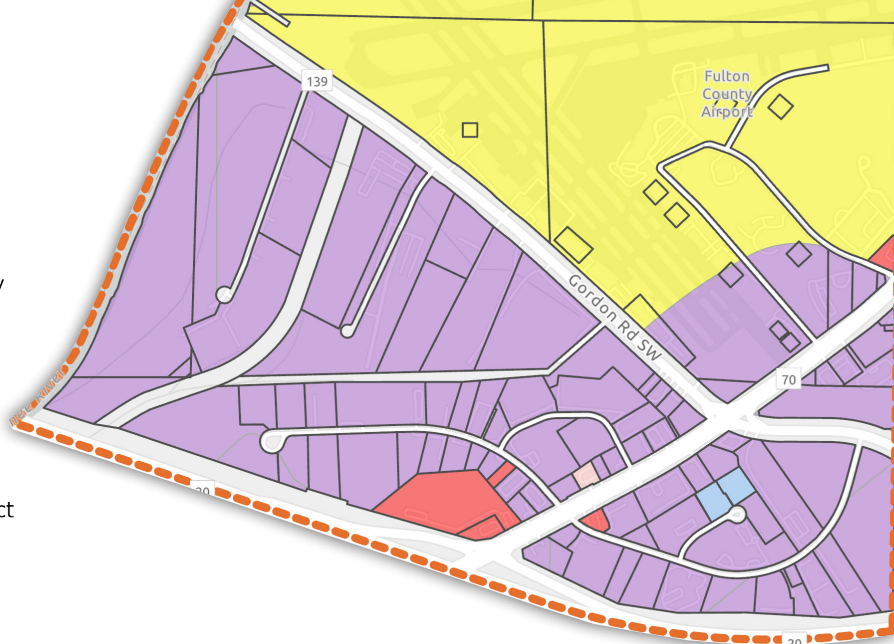
Land Use + Zoning

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

-  Unincorporated Fulton County
-  Parcels
- Zoning
 -  R-1: Single Family Dwelling District
 -  R-5: Single Family Dwelling District
 -  C-1: Community Business District
 -  C-2: Commercial District
 -  O-I: Office and Institutional District
 -  M-2: Heavy Industrial District



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.



People Reached



Meetings Held



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

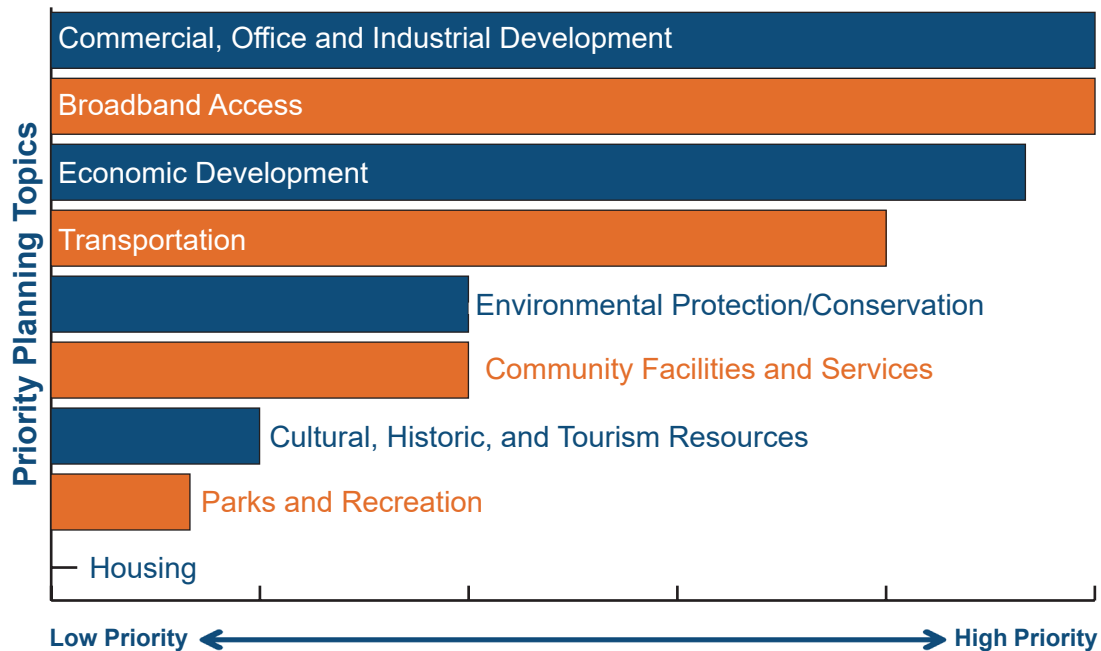
Needs + Opportunities

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.

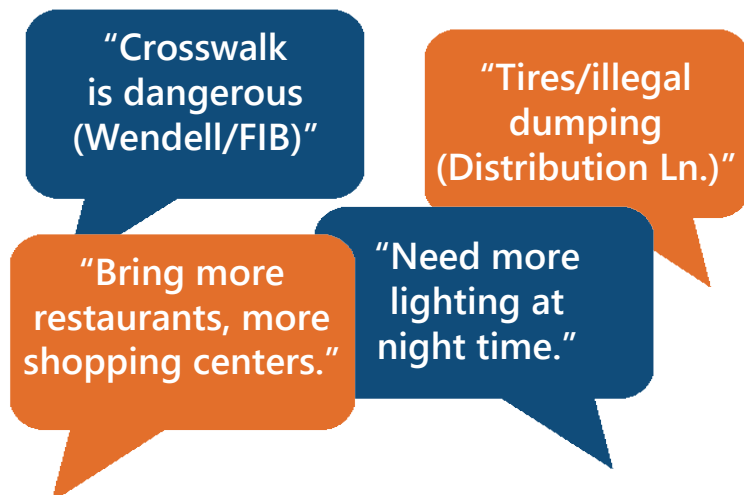


What We Heard

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.



#1
Favorite Place
Fulton County
Executive
Airport



CHAPTER FIVE

Community Vision

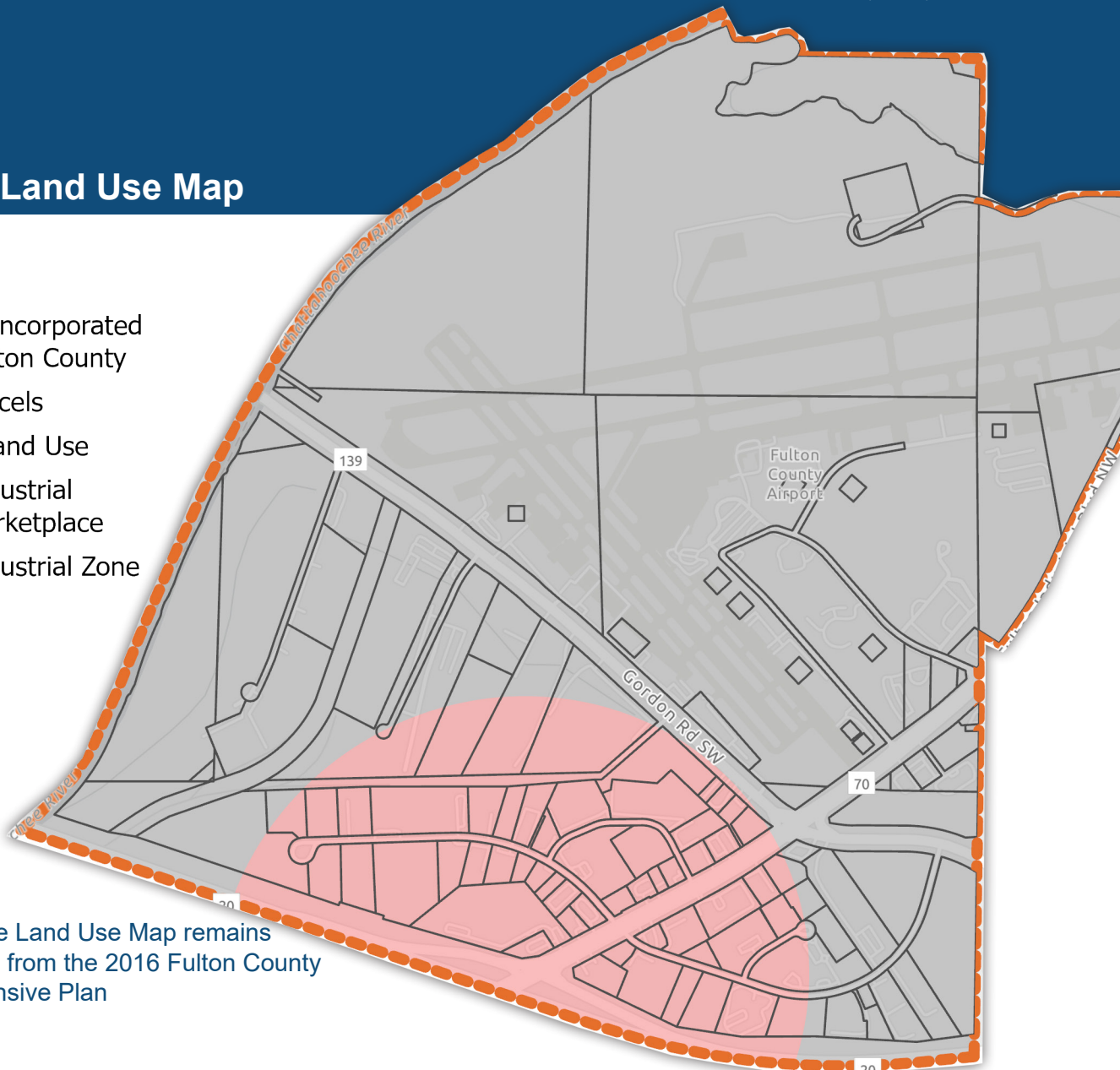


Fulton County is a positive, diverse community with a thriving economy, safe neighborhoods, healthy residents, and a rich quality of life that all people can enjoy. It is served by a county government that is recognized for being innovative, effective, efficient, and trustworthy.



Future Land Use Map

-  Unincorporated Fulton County
-  Parcels
- Future Land Use**
 -  Industrial Marketplace
 -  Industrial Zone



*The Future Land Use Map remains unchanged from the 2016 Fulton County Comprehensive Plan

Character Areas

Industrial Zone

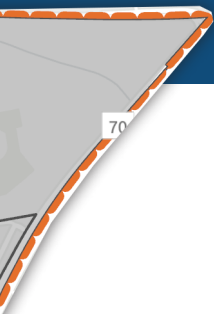
The purpose of the Industrial Zone Character Area is to preserve the integrity of industrial areas in Unincorporated Fulton County that accommodate the most intense industrial uses while limiting their impact on the surrounding neighborhoods. These areas have the highest intensity of industrial uses 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-1
- 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



Support and coordinate the implementation of the Fulton County Consolidated Plan.

#1



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.



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 trasfered to the City of South Fulton.



ROA + CWP Table Key

The Community Work Program is presented 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 STWP. Additionally some actions, although marked as completed in the ROA were carried forward to serve as ongoing policies due to their importance.

Responsible Parties and Partners

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 Fulton

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
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			
N/A					

2016-2024

	2021	2022	2023	2024	Status				Explanation/Comment
					Completed	Underway	Postponed	Not Applicable	
Public 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
								X	Responsibility transferred to City of South Fulton
Public Use									

Report of Accomplishments

Work Program Activity	2016	2017	2018	2019	2020
Natural and Cultural Resources					
"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			

2016-2024

20	2021	2022	2023	2024	Status				Explanation/Comment
					Completed	Underway	Postponed	Not Applicable	
Natural 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	Responsibility transferred to City of South Fulton

Report of Accomplishments

Work Program Activity	2016	2017	2018	2019	2020
Broad					
New element (not included in previous years)					
Economic Development					
"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 Facilities					
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 participate in future Comprehensive Plan process, as it pertains to Environmental Justice practices"			X		

2016-2024

20	2021	2022	2023	2024	Status				Explanation/Comment
					Completed	Underway	Postponed	Not Applicable	
band									
(included in the last Plan)									
Development									
						X			Function of Select Fulton
						X			Function of Select Fulton
						X			Function of Select Fulton
ilities and Services									
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
K								X	Responsibility transferred to City of South Fulton
K								X	Responsibility transferred to City of South Fulton
K								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
"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	
"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 Recreation					
"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	
Intergovernmental					
"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."					

2016-2024

0	2021	2022	2023	2024	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
								X	Responsibility transferred to City of South Fulton
								X	Responsibility transferred to City of South Fulton
						X			Fulton County Responsibility for Unincorporated Area
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
ental 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
Transportation					
"Complete resurfacing of roads in various corridors listed in the Fulton County Comprehensive 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 Comprehensive 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"					

2016-2024

20	2021	2022	2023	2024	Status				Explanation/Comment
					Completed	Underway	Postponed	Not Applicable	
Portation									
	X					X			Fulton County is conducting in Unincorporated 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					Priority
	2026	2027	2028	2029	2030	
Land Use and Zoning						
Continue to comply with the Land Use and Zoning recommendations from the 2016 Comprehensive Plan Update	X	X	X	X	X	Medium
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					Medium
Economic Development						
Support the recommendations of the Fulton County Economic Development and Workforce Initiative	X	X	X	X	X	High
Support the Infrastructure and Economic Development recommendations of the Fulton County Strategic Plan	X	X	X	X	X	High
Transportation						
Support the Fulton County projects in the Atlanta Regional Commission's Metropolitan Transportation Plan	X	X	X	X	X	Medium
Support the Fulton County Executive Airport Master Plan	X	X	X	X	X	Medium
Housing						
Support the Fulton County HUD Consolidated Plan	X	X	X	X	X	Medium
Implement prior recommendations that restrict any permanent housing units in the study area through regulations and/or zoning requirements	X	X	X	X	X	Low
Community Facilities						
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	Medium
Natural and Cultural Resources						
Support the Fulton County Sustainability and Resilience Plan	X	X	X	X	X	Medium

2026-2030

Priority	Responsible Department	Potential Partners	Estimated Cost	Potential Funding Source
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
Portation				
Medium	PW	CD, PS, OT	High	FIB 301 Fund
Medium	PW	CD, PS, OT	High	Airport Fund
asing				
Medium	FC	NP, PS, OT	Medium	Federal Government
Low	FC		Low	General Fund
ities and Services				
Medium	FC, CD, PD, FD	PS, OT	Medium	General Fund
tural Resources				
Medium	FC, CD, PW	PS, OT, NP	Medium	General Fund

Community Work Program

Work Program Activity	Timeframe					Priority
	2026	2027	2028	2029	2030	
Parks and Recreation						
Support the recommendations of the Chattahoochee River Lands Plan	X	X	X	X	X	Medium
Intergovernmental						
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	Medium
Broadband						
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	Medium
Continue to promote the Affordable Connectivity Program (ACP)	X	X	X	X	X	Medium
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	Medium

2026-2030

Priority	Responsible Department	Potential Partners	Estimated Cost	Potential Funding Source
Recreation				
Medium	FC	CD, PW, PS, OT	Medium	FIB 301 Fund
Capital Cooperation				
Medium	FC	CD, PW, PS, OT	Medium	General Fund
Band				
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>





FULTON COUNTY

GMC

Goodwyn Mills Cawood

1 **A RESOLUTION TO TRANSMIT A DRAFT OF THE 2045 COMPREHENSIVE PLAN TO**
2 **THE ATLANTA REGIONAL COMMISSION (ARC) AND GEORGIA DEPARTMENT OF**
3 **COMMUNITY AFFAIRS (DCA); AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, the Fulton County Board of Commissioners approved and adopted
6 the 2035 Comprehensive Plan for Unincorporated Fulton County, created pursuant to the
7 Minimum Standards and Procedures for Local Comprehensive Planning (“Minimum
8 Standards”) and established by the Georgia Planning Act of 1989, on October 5, 2016
9 through Agenda Item Number 16-0855; and

10 **WHEREAS**, since the adoption of the 2035 Comprehensive Plan the City of South
11 Fulton has incorporated, which has required the County to create a new Comprehensive
12 Plan pursuant to the Minimum Standards and which the County has accomplished
13 through the creation of the 2045 Comprehensive Plan; and

14 **WHEREAS**, the County has held two public hearings related to the 2045
15 Comprehensive Plan, as required by the Minimum Standards, which occurred on
16 September 24, 2024 and February 19, 2025; and

17 **WHEREAS**, following the public hearings the County is required by the Minimum
18 Standards to transmit the 2045 Comprehensive Plan to the Atlanta Regional Commission,
19 who will then forward it to the Georgia Department of Community Affairs for review; and

20 **WHEREAS**, the 2045 Comprehensive Plan may only be adopted once the
21 Department of Community Affairs has determined that it is in compliance with the
22 Minimum Standards.

23 **NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners does
24 hereby authorize the transmittal of the draft of the 2045 Plan to the Atlanta Regional
25 Commission and the Georgia Department of Community Affairs for official review.

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SO PASSED AND ADOPTED, this 19th day of February, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman (At-Large)

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0133

Meeting Date: 2/19/2025

Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No



Fulton County Operational Report

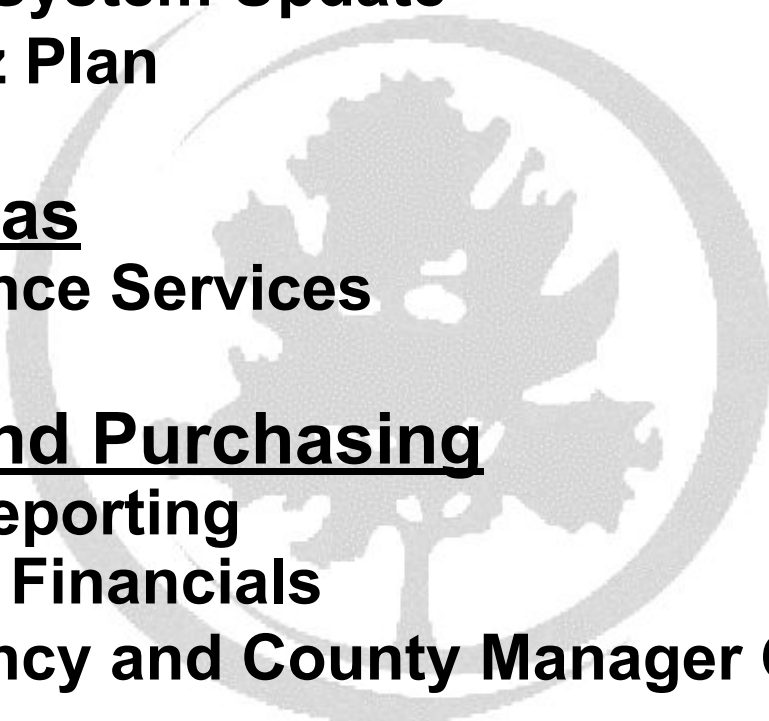
February 19, 2025

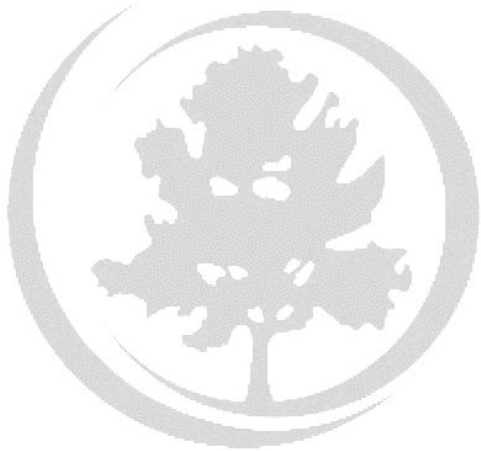
Board of Commissioners Meeting

AGENDA

- **Justice**
 - **Justice System Update**
 - **Jail Blitz Plan**

 - **Focus Areas**
 - **Ambulance Services**

 - **Finance and Purchasing**
 - **ARPA Reporting**
 - **Monthly Financials**
 - **Emergency and County Manager Contracts**
- 



Justice System Update



FULTON COUNTY GOVERNMENT

Justice System Update

J1-TOWER

FEBRUARY 19, 2025

AGENDA

- 01 JUSTICE SYSTEM SCORECARD**
- 02 JAIL POPULATION UPDATE**
- 03 JAIL CAPITAL IMPROVEMENT PROGRAM UPDATE**

JUSTICE SYSTEM SCORECARD

MONTHLY UPDATE



MEASURE	GOAL	MAY 2023 BASELINE	DECEMBER 2024	JANUARY 2025	DELTA <i>(previous month vs. current month)</i>
Average Length of Stay	30 days	71 days	48 days	40 days	8 day decrease
Jail Population Unindicted without other charges	10%	34%	16%	<i>Data Unavailable</i>	<i>Data Unavailable</i>
Clearance Rate for Felony Criminal Cases	100%	72%	88%	39%	49% decrease
Felony Cases Disposed within 180 Days	90%	25%	28%	27%	1% decrease
Felony Cases Disposed within 365 Days	98%	63%	56%	50%	6% decrease



FULTON COUNTY GOVERNMENT

Justice System Update

J1-TOWER

FEBRUARY 19, 2025

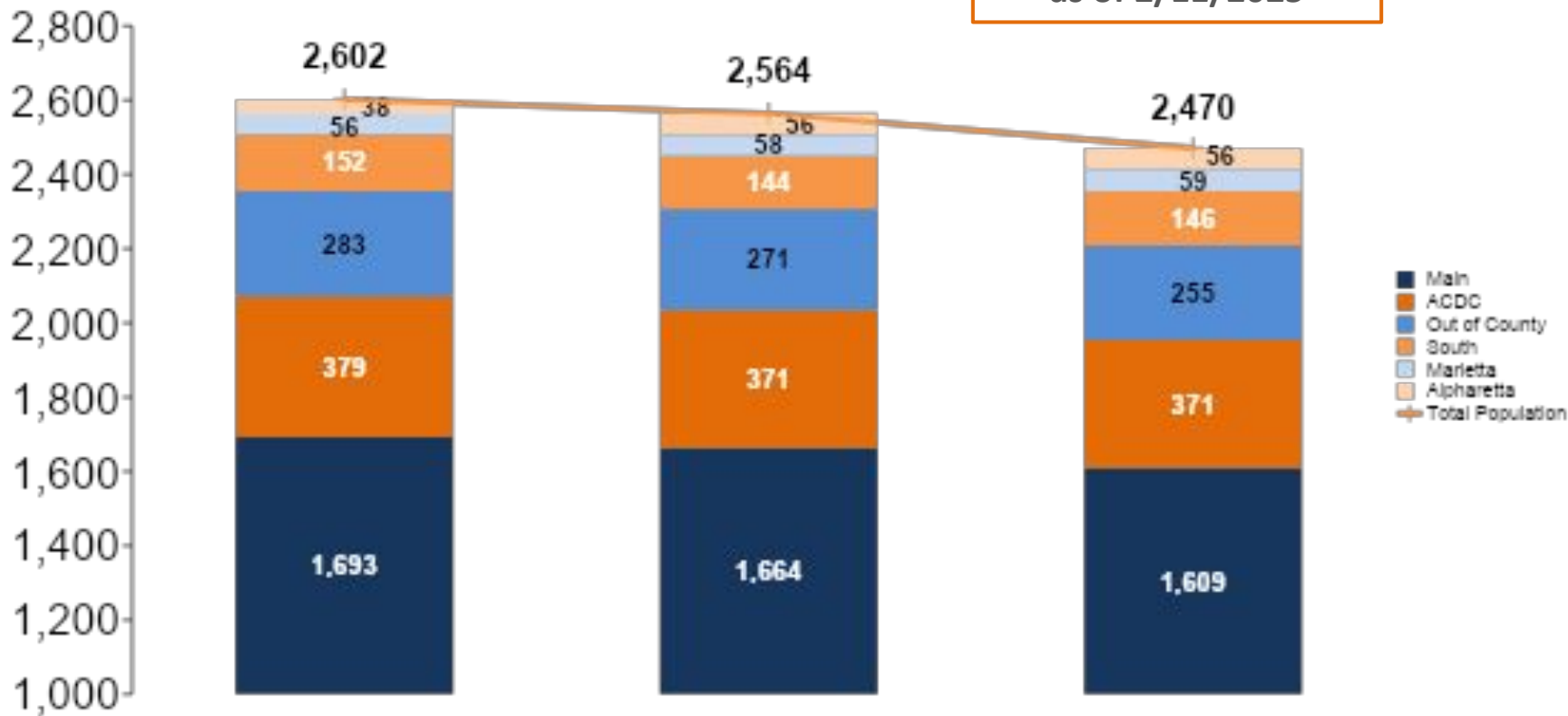
AGENDA

- 01** JUSTICE SYSTEM SCORECARD
- 02** JAIL POPULATION UPDATE
- 03** JAIL CAPITAL IMPROVEMENT PROGRAM UPDATE

AVERAGE MONTHLY POPULATION



2,497
 as of 2/11/2025



	November	December	January
Book In	428	390	410
Book Out	435	428	416
Net	7	38	5

AVERAGE MONTHLY JAIL POPULATION

POPULATION BY FACILITY



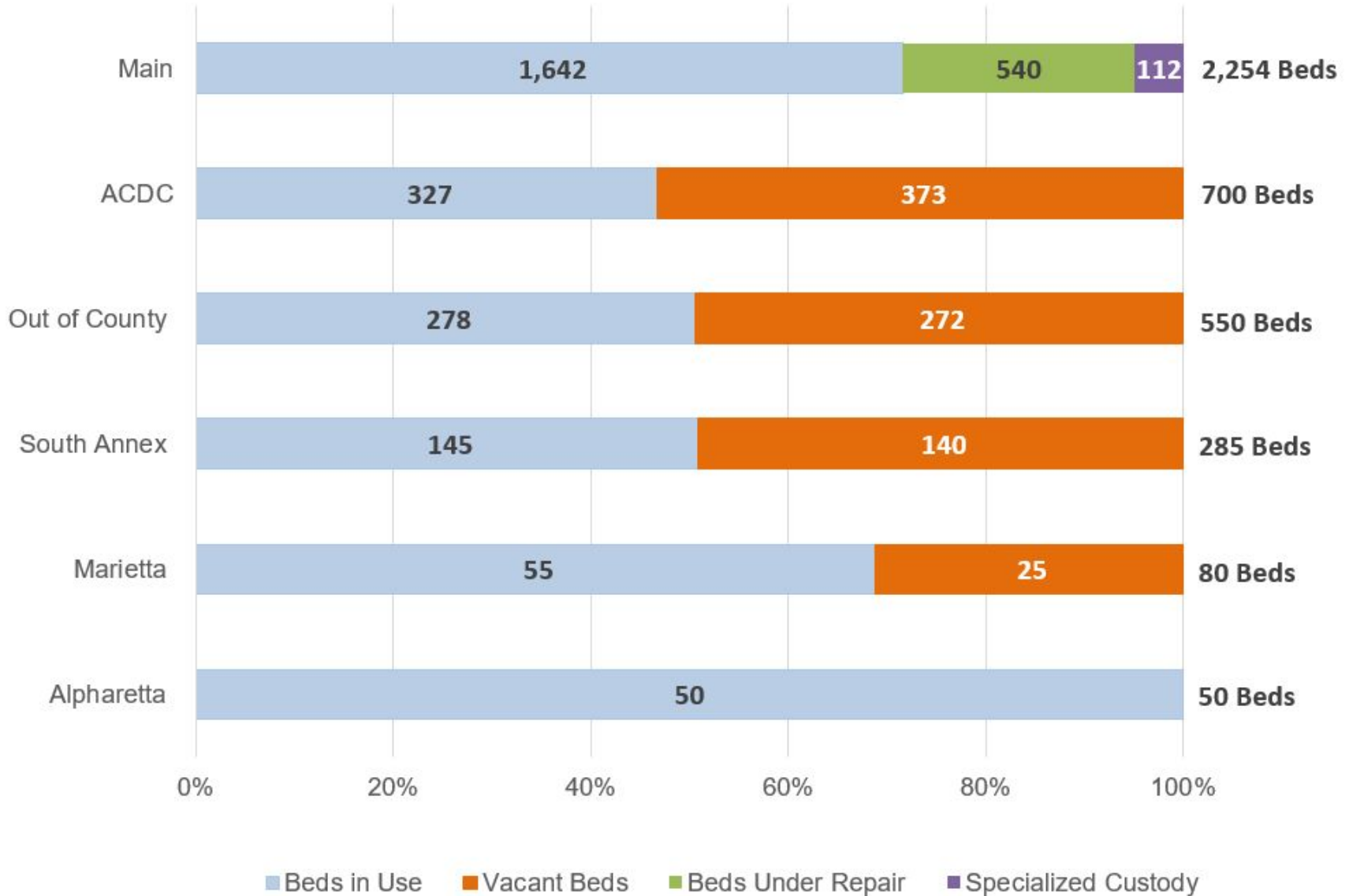
	NOVEMBER	DECEMBER	JANUARY	2/11/2025
Main	1,693	1,664	1609	1,642
ACDC	379	371	345	327
Out of County	283	271	255	278
South Annex	152	144	146	145
Marietta	56	58	59	55
Alpharetta	38	56	56	50
TOTAL	2,601	2,564	2,470	2,497

JAIL POPULATION FACILITY UTILIZATION

AS OF 2/11/2025



*Specialized Custody: inmate classification, competency, discipline, protective custody

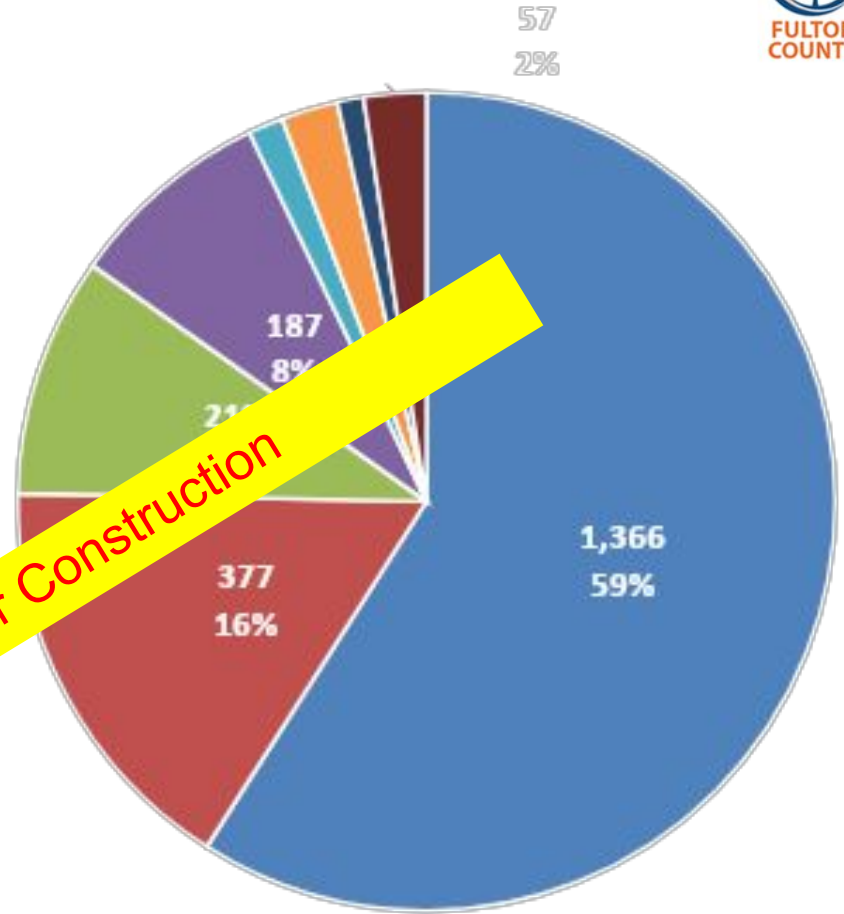


JAIL POPULATION

FULL INMATE ANALYSIS AS OF 1/3/2025



Status	Number of Inmates	Percentage
Unindicted	377	16%
Unindicted w/ Hold	219	10%
Unindicted w/ Indicted Case	32	1%
Indicted (DA)	1,366	59%
Accused (SG)	187	8%
Awaiting Pickup/Transport/Extradition	52	2%
Serving Sentence/CPO	15	1%
Hold Only (SBPP/Foreign)	1	0%
Total	2,314	100%

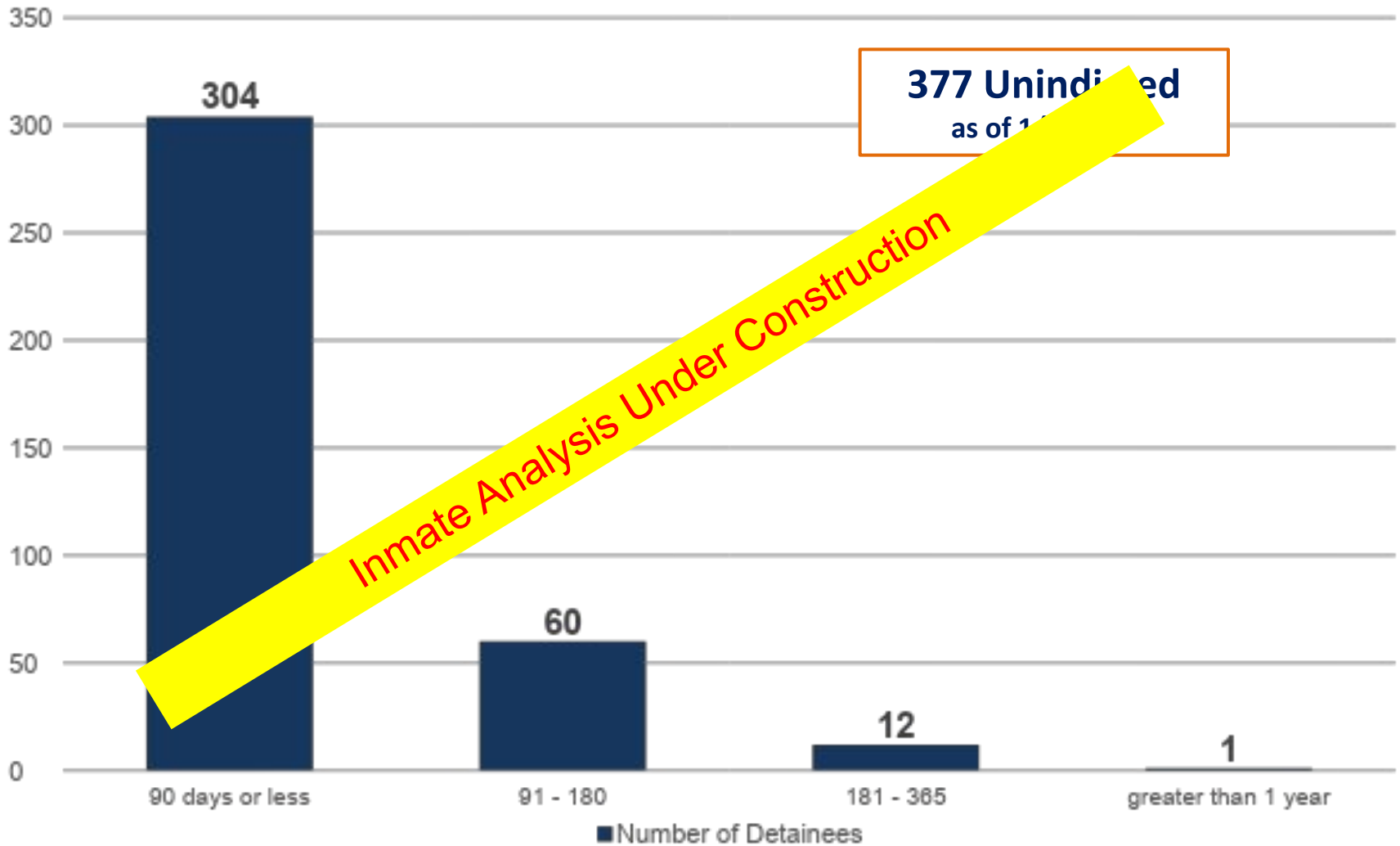


Inmate Analysis Under Construction

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

UNINDICTED JAIL POPULATION

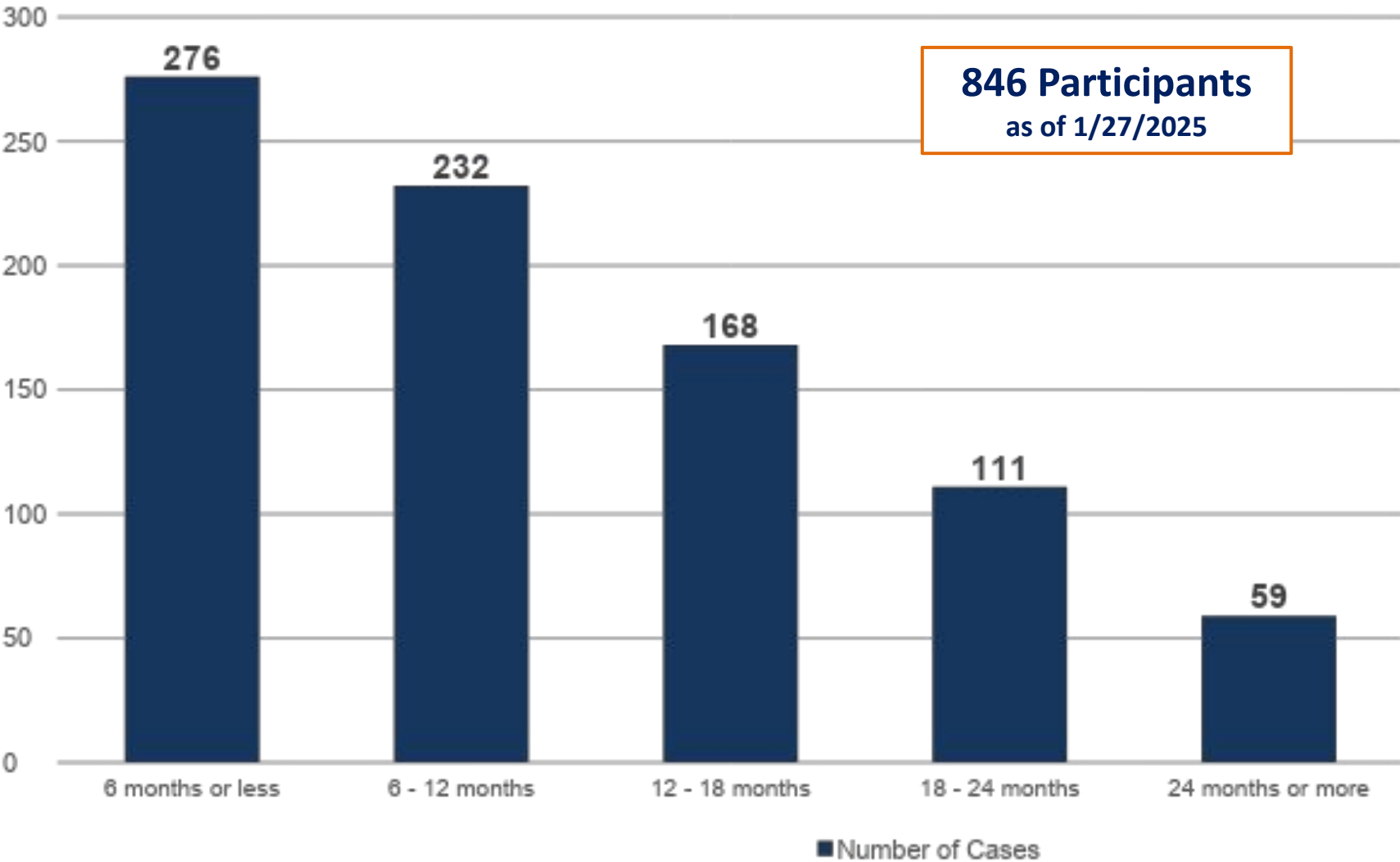
DAYS IN JAIL AS OF 1/3/2025



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appear and foreign and/or other agency holds).

ELECTRONIC MONITORING UPDATE

MONTHS ON MONITOR AS OF 1/27/2025





FULTON COUNTY GOVERNMENT

Justice System Update

FEBRUARY 19, 2025

AGENDA

- 01 JUSTICE SYSTEM SCORECARD**
- 02 JAIL POPULATION UPDATE**
- 03 JAIL CAPITAL IMPROVEMENT PROGRAM UPDATE**

JAIL CAPITAL IMPROVEMENT PROGRAM

MONTHLY STATUS UPDATE



Completed Activities

Activities

- Conduct interviews and data gathering
- Develop facility assessment plan
- Begin facility assessment of Main Jail

Upcoming BOC Activities

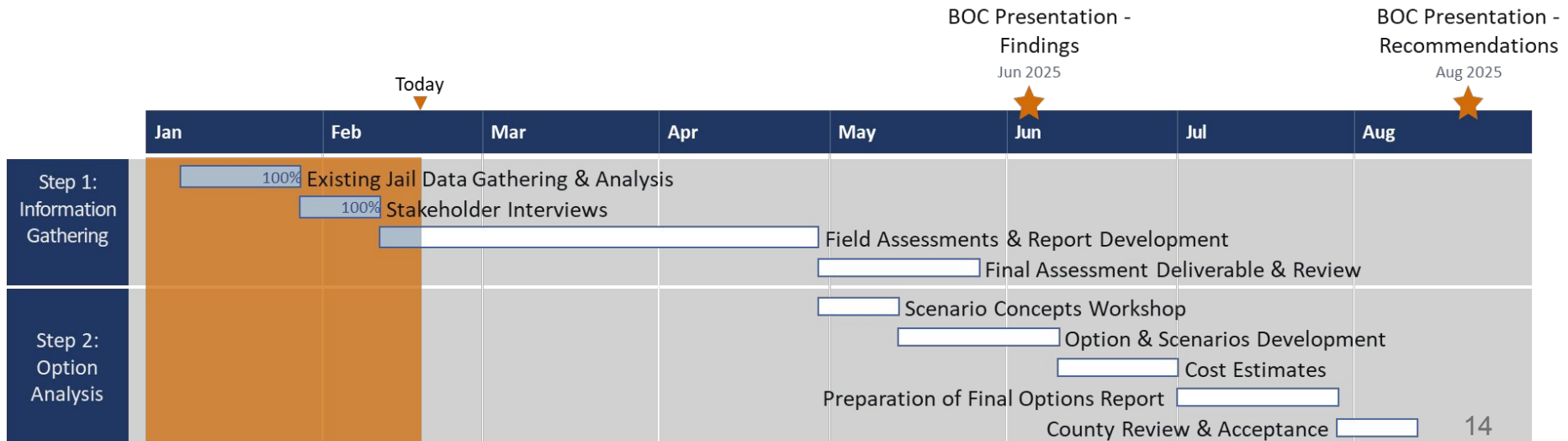
Activities	Timeline
------------	----------

- | | |
|-----------------------------|-------------|
| Present assessment findings | June 2025 |
| Present recommendations | August 2025 |

Assessment Areas

Activities	Target Schedule	Status
Main Jail	Feb	On Schedule
Intake/Booking	Feb	On Schedule
Medical & Mental Health	Feb	On Schedule
Central Plant/Support	Feb	On Schedule
Laundry/Kitchen	Feb	On Schedule
Towers/Security	Feb	On Schedule
Envelope/Roof	Feb	On Schedule
Site	Feb	On Schedule
Marietta Annex	Mar	On Schedule
South Annex	Mar	On Schedule

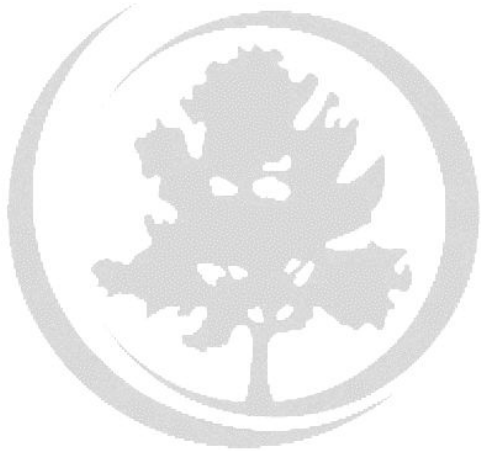
Status Legend		
On Schedule	Challenges	Delay



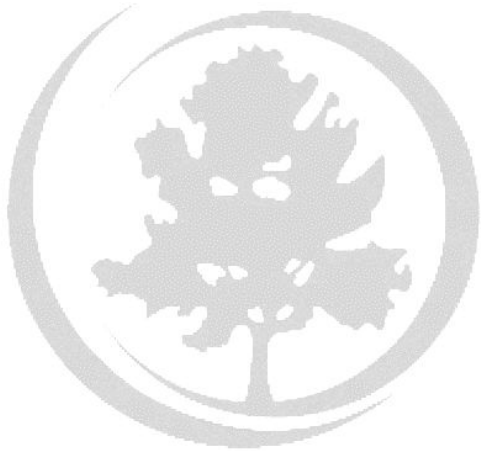
PRIORITIES



- ✓ Continue reporting Justice System Scorecard and average jail population metrics
- ✓ Develop alternatives to reporting the indicted and unindicted jail population analysis
- ✓ Work collaboratively with Courts to define and identify case backlogs
- ✓ Report on case management strategies developed by the Courts

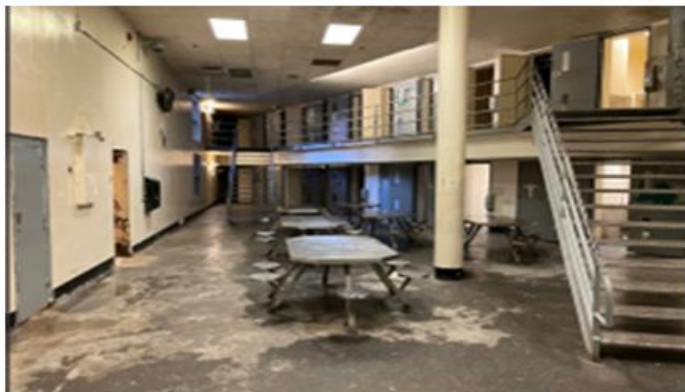


QUESTIONS



Jail Blitz Plan

Jail Maintenance Blitz



- **Overall Blitz Project Update**

- 7 of 11 housing units completed = **64%**
 - Housing Unit 5 South completed on 2/10/2025
 - 5 South Delay: Retrofit of zone entry doors completed by Willo Products on 2/6/2025
 - Blitz work in housing unit 7 North **99%** complete.
 - Door position switches installed.
 - Remaining repairs include light switch plates and minor plumbing repairs
 - Projected completion: 3/1/2025
 - Upcoming blitz area: 7 South
- Overall blitz completion by **May/June 2025**

Jail Maintenance - Bed Availability *(as of 2/14/25)*

- **540 beds currently unavailable @ Rice St.**

Location	# of Beds
1 North	204
7 North	201
6 South Zone 200	32
6 South Zone 500	35
7 South Zone 400	36
7 South Zone 600	32

- **Active jail blitz location: 7 North**
- **All other listed zones will be addressed in upcoming blitz areas**



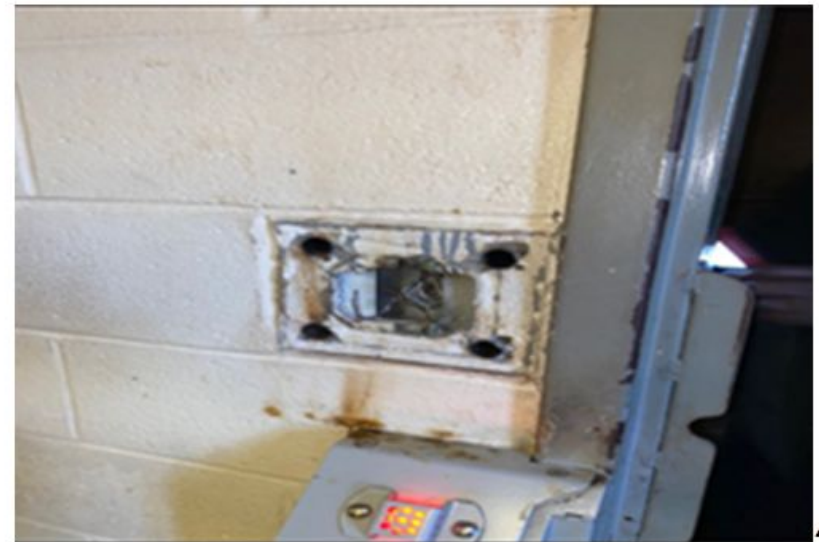
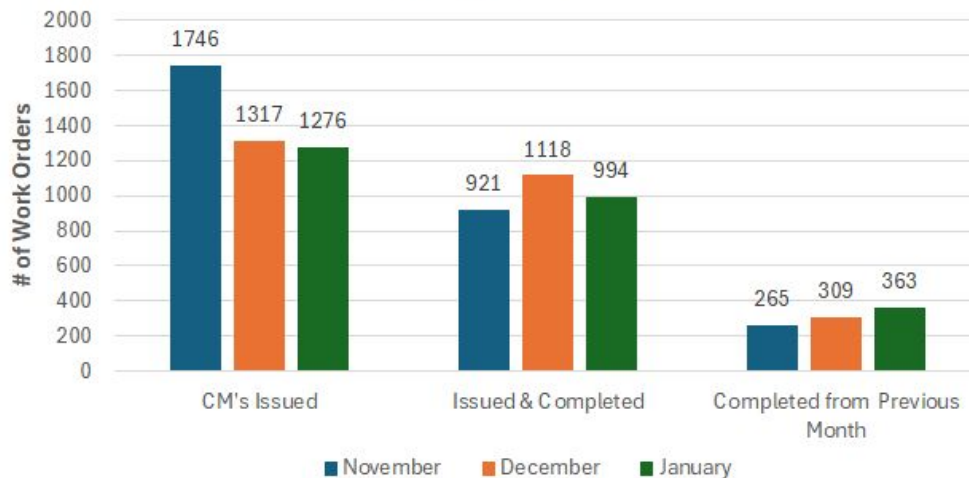
Jail Maintenance Overview

Thru 2/12/2025

- **Corrective Maintenance (Jan 2025)**
 - 994 of 1,276 issued & completed: **77.9%**
 - 107 completed in February = **79.2%**
- **Preventive Maintenance (Jan 2025)**
 - 289 of 295 PM's scheduled & completed: **98%**
- **Total work order backlog = 1,661**
 - Upcoming blitz areas: **725**
 - Upcoming blitz areas require detainee movement



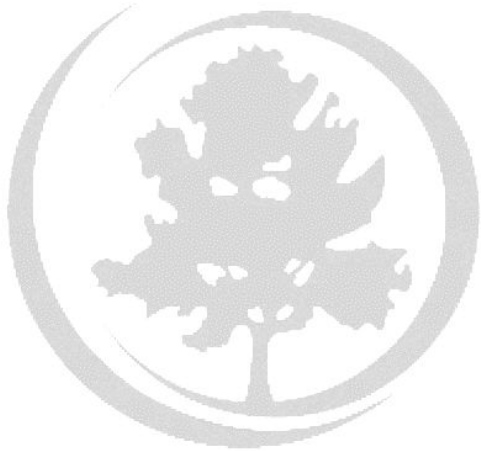
3 Month Overview



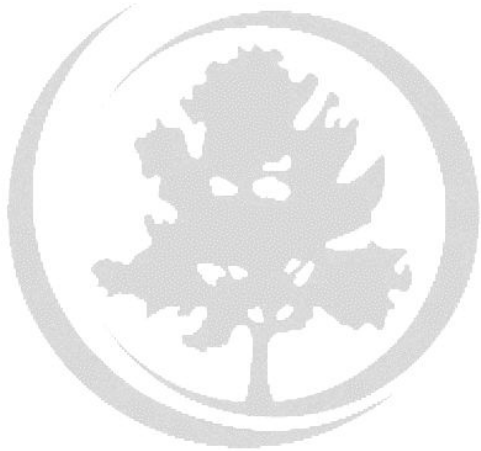
Immediate Repairs Update

- BOC approved \$3.2M for several critical repairs/upgrades

DESCRIPTION	COST	STATUS
Fire Alarm Upgrade	\$723,865	Project kick-off meeting held on 1/17/2024. Projected completion: 5/12/2025. Bi-weekly updates provided to State Fire Marshall
Padded Cells @ South Annex	\$260,000	Completed on 1/17/2025.
Kitchen Equipment Replacement	\$212,302	BOC agenda item for 2/19/2025 agenda.
Laundry Equipment Replacement	\$346,657	Statewide Contract proposal being developed for 3/19/2025 BOC agenda (<i>Current equipment fully functional</i>)
Elevator Modernization	\$1,652,000	3 rd party assessment received on 1/23/2025. Specifications due from consultant on 2/27/2025 for modernization RFP.
TOTAL	\$3,194,824	



QUESTIONS



Ambulance Services



AMBULANCE SERVICES IN SOUTH FULTON

February 19, 2024

Board of Commissioners Meeting

Georgia Code Related to EMS Services

- **These services are guided by OCGA 3-11-3 which states:**
 - **Each region is required to have an approved Regional Ambulance Zoning Plan**
 - **The Region 3 Council is the Regional Emergency Medical Service Advisory Council (REMSAC) that has the responsibility for providing oversight and supervision of the operations within the plan.**
 - **Following implementation of the Regional Ambulance Zoning Plan, the REMSAC may review data regarding key performance measures specified by the Department for each designated 911 Zone Provider in the EMS Region**



Members of the Region 3 Council

The Region 3 EMS Council has representatives from Clayton, Cobb, DeKalb, Douglas, Fulton, Gwinnett, Newton and Rockdale counties

- Chief Nick Adams (Cobb County Fire)
- Chief Troy Augustin (DeKalb County Fire)
- Captain Trent Baker (Clayton County Fire)
- Dr. Michael Carr (Medical Director DeKalb County Fire)
- Chief Fred Cephas (Gwinnett County Fire)
- Mr. Michael Charles (Fulton County appointee)
- Chief Chris Coons (Johns Creek Fire - Fulton County appointee)
- Chief Stacie Farmer (Douglas County Fire)
- Chief Patrick Flaherty (Sandy Springs Fire)
- Chief Darnell Fullum (DeKalb County Fire)
- Captain Jason Garner (Marietta Fire)
- Mr. Jason Grady (Northside Hospital)
- Mr. Michael Shaw (Gwinnett County Fire)
- Dr. Alexis Smith (Trauma Surgeon)
- Chief Roderick Smith (Atlanta Fire - Fulton County appointee)
- Chief Royce Turner (Newton County)
- Dr. Mark Waterman (Medical Director - Clayton County)
- Dr. John Harvey (Parliamentarian)
- Ms. Jenaila Hawkins (Region N Healthcare Coalition)
- Chief Gene Jones (Air Methods - Air Ambulance)
- Chief Adam Lane (Gwinnett County Fire)
- Mr. Jake Lonas (Puckett EMS - Cobb County)
- Chief Marian McDaniel (Rockdale County)
- Chief Phillip Merck (Gwinnett County Fire)
- Dr. Steve Moyers (Grady EMS - Fulton County appointee)
- Dr. Eric Nix (Medical Director - Cobb County)
- Mr. Pete Quinones (Metro Ambulance - Cobb County)
- Ms. Rana Roberts (Children's Hospital of Atlanta)
- Mr. Sam Shartar (Emory CEPAR)
- Chief Jekerry Weaver (Gwinnett County Fire)
- Dr. Lori Wood (Grady Hospital)
- Chief Joseph Maddox (Union City Fire - Fulton County appointee)
- Alex Robles (AFCEMA - Fulton County appointee)



Ambulance Zone Awards and Plans

- **Currently, the Ambulance Zoning in Fulton County is divided into 5 Zones:**
 - *South Fulton County,*
 - *City of Hapeville,*
 - *Atlanta International Airport,*
 - *City of Atlanta*
 - *North Fulton County*
- **The Ambulance Zone Plans are approved by the Commissioner of the Department of Public Health with recommendation from the RESMAC. (OCGA 3-11-3)**

Modification of the Regional Ambulance Zoning Plan

- *The REMSAC shall make recommendations for modification of the Regional Ambulance Zoning Plan to the Board or its designee, in accordance with the procedures established in subparagraph (b) of this section, if any of the following events occurs:*
 - *The current designated 911 Zone Provider is no longer eligible to participate in the Regional Ambulance Zoning Plan, as determined by the Department; or*
 - *The current designated 911 Zone Provider notifies the Department that it intends to voluntarily surrender its designation status for its assigned Emergency Response Zone(s); or*



Ambulance Zone Awards and Plans

- The current designated 911 Zone Provider has abandoned its assigned Emergency Response Zone(s), as determined by the Department; or
- The REMSAC receives a written request for a detailed examination and assessment of the Regional Ambulance Zoning plan for one or more Emergency Response Zones, conducts a detailed examination and assessment in accordance with procedures specified by the Department, and determines that:
 - There has been a significant decline in the economy, efficiency, or benefit to the public welfare within a specific Emergency Response Zone or the EMS Region as a whole; or
 - There exists an opportunity for significant improvement in the economy, efficiency, or benefit to the public welfare within a specific Emergency Response Zone or the EMS Region as a whole



Does Fulton County have a Contract for Ambulance Services?

No, Fulton County does not have any direct contracts with Ambulance Service Providers

- **Fulton County does have an IGA with 5 cities to provide 911 Services for dispatching calls, but this does not include the transporting of people in need of medical services.**
- **Fulton County does have 6 appointments on the Region III EMS Council, which can petition to the Regional III Council and the Department of Public Health to request written proposals from ambulance service providers.**



Monthly Meetings & Reporting with Cities

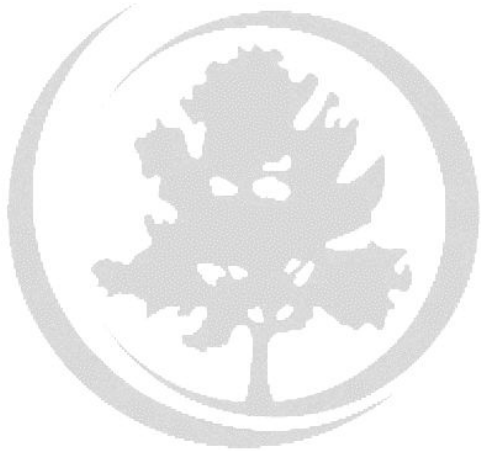
- **Monthly meeting are held with all Fire Chiefs of south Fulton cities with E-911**
- **Regular meeting are held with Grady to review response times by E-911**
- **Reports are emailed to cities monthly by E-911**
- **Considering creating the reporting using an online system that cities can log into to see the reports updated on a weekly or daily basis.**



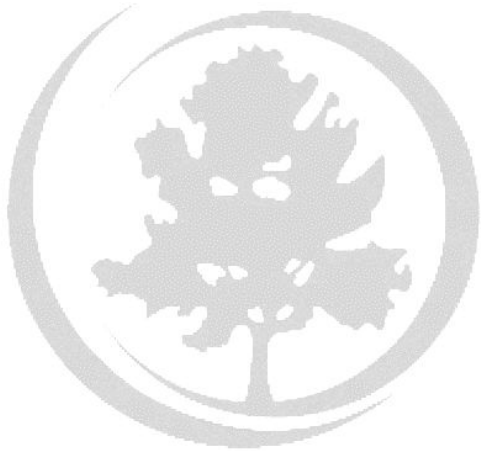
Options to Consider

- **South Fulton Fire Chiefs and Grady should meet to reset expectations and discuss performance issues and options for a contract based on performance** *(Please see the appendix for contract developed by the cities in northern Fulton County)*
- **Establish regular meetings for performance reviews by the Council and the provider(s)**
- **Consider a change in dispatch process and enter into a performance contract with Grady**
- **Allowing the cities to utilize fire department transport vehicles to augment response times**
- **Construct new Emergency ED in South Fulton**
- **Restructure our Fulton County appointments on the Region III Council to include two representatives from south Fulton and two from north Fulton.**
- **Recommend that the Region III Council have yearly reviews of service levels of providers and routine applications**





QUESTIONS



APPENDIX

Contract for the North Fulton Cities

SERVICE LEVEL AGREEMENT BETWEEN

CITIES OF ALPHARETTA, JOHNS CREEK, MILTON, ROSWELL, SANDY SPRINGS AND EMS VENTURES, INC. D/B/A AMERICAN MEDICAL RESPONSE

This Service Level Agreement ("Agreement") is made, entered into and effective as of the date this Agreement has been executed by all parties hereto (the "Effective Date"), by and between E.M.S. VENTURES, INC., a Georgia corporation, d/b/a AMERICAN MEDICAL RESPONSE ("AMR"), and the cities of Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs (hereinafter referred to individually as the "City" and/or collectively as the "Cities"), each a Georgia municipal corporation, and each acting by and through its duly elected City Council Members. This Agreement supersedes and replaces all prior memorandums of understanding, agreements or contracts between the parties and there are no Agreements or obligations owed between the parties as of the Effective Date, related to this subject matter.

RECITALS:

WHEREAS, the Georgia Department of Public Health ("GDPH") has approved a Regional Ambulance Zoning Plan which designates AMR as the Designated 911 Zone Provider for North Fulton County (which includes the cities of Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs);

WHEREAS, AMR is the owner and operator of certain emergency medical care vehicles and equipment designed to respond to requests for and provide emergency medical care and transportation to patients and AMR has in its employ trained personnel whose duties are related to the use of such vehicles and equipment and to the provision of emergency medical services;

WHEREAS, the Cities and AMR desire to enter into an Agreement for the provision of enhancing and sustaining EMS service levels within the City limits of each City.

NOW THEREFORE, in consideration of the mutual understandings and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of Services. AMR will perform services in accordance with the Georgia Regional Ambulance Zoning Plan. AMR shall satisfy the performance standards contained in Exhibit A – Operational Standards.
2. Medical Response Unit Program. If the Cities choose to operate a Medical Response Unit the responsibilities of the Cities and AMR are outlined in Exhibit B – Medical Response Unit Program.
3. Compensation for Services. The Cities shall pay a subsidy in accordance with Exhibit C – Annual Subsidy Requirements to compensate AMR for satisfying the performance contained in Exhibit A – Operational Standards.
4. Special Event Standby or Supplemental Coverage. The Cities shall have the option to purchase Special Event Standby or Supplemental Coverage from AMR in accordance with Exhibit D – Special Event Standby Fee Schedule.
5. Liquidated Damages. Liquidated damages shall be assessed in accordance with Exhibit E – Liquidated Damages if AMR does not meet response time outlined in Exhibit A – Operational Standards.

6. Certifications and Licenses. Each party shall maintain all certifications and licenses as required by all applicable laws to perform its services.
7. Qualifications to Participate in Federal and State Healthcare Programs. All parties represent and warrant that (i) neither it nor any employee, agent, or independent contractor provided under this Agreement is excluded from participation under any Federal Health Care Program for the provision of items or services for which payment may be made under a Federal Health Care Program; (ii) neither it nor any employee, agent or independent contractor provided under this Agreement has been convicted of a felony relating to health care fraud as defined under 42 U.S.C. §1320a-7(a)(3); and (iii) no final adverse action, as such term is defined under 42 U.S.C. §1320(a)-7(c) has occurred or is pending or threatened against either party or to its knowledge against any employee, agent or independent contractor engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). During the term of this Agreement, each party agrees to notify the other parties in writing of any Exclusions/Adverse Actions within ten (10) days of learning of any such Exclusions/Adverse Actions and provide the basis of the Exclusions/Adverse Actions. Each party acknowledges that the exclusion of any employee, agent or independent contractor from participation in the Federal Health Care Programs shall result in his or her immediate removal from the performance of duties and responsibilities for the other party under the terms of this Agreement without penalty. Notwithstanding the foregoing, nothing set forth in this Section 7 shall relieve a party from its indemnification obligations set forth in Section 10 hereof. Each party acknowledges and agrees that any Exclusions/Adverse Actions of or against it or any employee, agent or independent contractor utilized, directly or indirectly, in the performance of this Agreement serve as the basis of an immediate termination of this Agreement by the other party without penalty. For purposes of this Agreement, a "Federal Health Care Program" shall mean any plan or program providing healthcare benefits, whether directly through insurance or otherwise, that is funded directly, in whole or part, by the United States Government (other than the Federal Employees Health Benefits Program), or any State health care program and shall include, by way of example, the Medicare and Medicaid programs.
8. Insurance. Not later than ten (10) days prior to the Effective Date, AMR shall provide to the Cities certificates meeting or exceeding the requirements of this section. Policies must be written by a licensed Georgia agent in a company licensed to write insurance in the State of Georgia and acceptable to the Cities. Notwithstanding the foregoing, AMR may satisfy the requirements of this paragraph by providing documentation of self-insurance at the required levels.
 - a. AMR shall obtain insurance in the following amounts and types:
 - i. Worker's Compensation – Statutory
 - ii. Bodily injury by accident - each accident: \$500,000
 - iii. Bodily injury by disease - total limit: \$500,000
 - iv. Bodily injury by disease - each employee: \$500,000
 - b. Commercial General Liability Insurance, Bodily Injury, and Property Damage Liability
Each Occurrence:
 - i. General Aggregate: \$1,000,000
 - ii. Products - Completed Operations \$2,000,000
 - iii. Aggregate Limit: \$1,000,000
 - iv. Personal and Advertising Injury limit: \$1,000,000
 - v. Business Automobile Liability,
Bodily Injury and Property Damage: \$3,000,000
 - vi. Liability, including operation of owned,
non-owned and hired automobiles,
Umbrella Excess Liability: \$2,000,000
 - c. AMR shall provide professional liability insurance coverage in the amount of \$2,000,000

Contract for the North Fulton Cities

for all AMR employees servicing in the Cities' 9-1-1 operations. AMR shall ensure any subcontractors or agents of AMR performing services shall meet the insurance requirements hereunder.

AMR will provide the Cities with a copy of an Acord Certificate of Liability Insurance ("Acord Certificate") naming each of the Cities as an additional insured and providing for thirty (30) days' prior notice of cancellation or non-renewal (naming the Cities as an additional insured is not required for Workers' Compensation or professional liability coverage). AMR shall furnish an original Acord Certificate to the Cities within ten (10) days prior to the Effective Date. The Acord Certificate shall be in effect for the duration of then applicable Agreement term.

9. **Record Retention and Confidentiality.** The parties will retain books and records regarding services rendered to patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law. All information with respect to the operations and business of a party and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third-party reimbursement Agreements.
10. **Indemnification.** Each party, its officers, directors, and employees ("Indemnitor") shall to the extent allowed by law indemnify and hold harmless the other party or parties, its officers, directors, and employees, ("Indemnitee") for, from and against all costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages, including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident to, and which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of Applicable Law, to the extent that such damage was caused by, in whole or in part, incident to or arose out of this Agreement and the Indemnitor's: (i) default of this Agreement; or (ii) negligent or willful act(s) or omission(s); or (iii) violation of Applicable Law; or (iv) any employment, workers' compensation or other related claim by Indemnitor's employees, agents or subcontractors. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all Applicable Law. Nothing contained herein shall be construed to be a waiver of any City's sovereign immunity or any individual's qualified, good faith or official immunities and the Cities shall not be required to purchase any additional or specific insurance for any obligations hereunder, with the limited exception of the automobile insurance requirements related to a City's use of an MRU as stated in Exhibit B below and subject to the limits stated in O.C.G.A. § 36-92-2(a), as applicable.
11. **Billing.** AMR will bill and collect for services at its usual and customary rates in accordance with applicable law.
12. **Term of Agreement and Renewal Provisions.** The term of this Agreement ("Initial Term") shall commence as of the Effective Date with an initial term of one (1) year. Unless any of the Cities provide at least one-hundred and twenty (120) days' written notice of non-renewal prior to the end of the Term, this Agreement shall be renewed automatically at the end of the Initial Term and under like terms for four (4) successive one (1) year terms, subject to (a) the continuing or renewed assignment of AMR as the Designated 911 Zone Provider for North Fulton County by GDPH; (b) agreement by the parties on a subsidy and a schedule of fees and charges (provided that for all renewal terms, the subsidy shall be as set forth on Exhibit C). If funds are not allocated for a renewal term for any or all the Cities, this Agreement will terminate upon the

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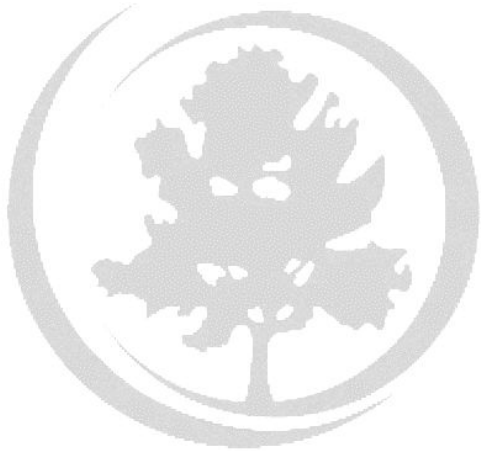
expiration of the then-existing term; provided that any Agreement term may be extended by agreement of the parties in writing signed by the parties for up to ninety (90) days. In the event of such an extension, a subsequent renewal term will be shortened by the time of the extension.

The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of Cities on the last day of each Cities' fiscal year of the Term, and further, that this Agreement shall automatically renew on the first day of each subsequent fiscal year absent any City's provision of written notice of non-renewal to AMR at least five (5) days prior to the end of the then current fiscal year. To the extent this applies to the Agreement, title to any supplies, materials, equipment, or other personal property shall remain in AMR until fully paid for by the applicable City or Cities.

13. **Liquidated Damages.** In accordance with Exhibit E, AMR shall pay the Cities liquidated damages in each monthly period AMR does not meet ninety percent (90%) zone response time reliability for Bravo, Charlie, Delta, Echo, or eighty-five percent (85%) zone response for Alpha and Omega for the overall system. Any sums due and payable hereunder by AMR shall be payable, not as a penalty, but as liquidated damages representing an estimate of probable loss by the performance deficiency. The Cities shall be entitled, but not required, to withhold from any amounts otherwise due AMR, the amount then believed by the Cities to be adequate to recover applicable liquidated damages. If and when AMR achieves the performance standards, for any month which any City has withheld payment, such City shall promptly release to AMR those funds withheld, but no longer applicable, as liquidated damages.
14. **Notice of Default and Opportunity to Cure.** Except as otherwise provided in Section 17 of this Agreement, the Cities shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event AMR materially defaults on this Agreement and fails to correct or cure such default within thirty (30) days following the service on it of a written notice by the City or Cities specifying the default or defaults complained of and the date of intended termination. Likewise, AMR shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event that the Cities materially default on this Agreement and fail to correct or cure such default within thirty (30) days following the service on it of a written notice by AMR specifying the default or defaults complained of and the date of intended termination. If the Agreement is terminated pursuant to this paragraph, AMR shall be entitled to compensation for services provided up to and including the date of termination stated in the termination notice.
 - a. Definitions of Material Default: Conditions and circumstances that shall constitute a material default by AMR shall include but not be limited to the following:
 - i. Failure of AMR to conduct its City 9-1-1 response operation in substantial compliance with the requirements of the applicable Federal, State, and Local laws, rules, and regulations. Minor infractions of such requirements shall not constitute a major default but willful and repeated defaults shall constitute a material default;
 - ii. Falsification of data supplied to the Cities by AMR in the course of its City 9-1-1 operations, including by way of example but not by way of exclusion: dispatch data, patient report data, response time data, financial data, or any other data required under this Agreement;
 - iii. As defined by the Cities, repeated failure to maintain equipment in accordance with good maintenance practices;
 - iv. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance without consultation with the Cities including, but not limited to, recurring, intentional, or routine failures to meet the requirements of the Operational

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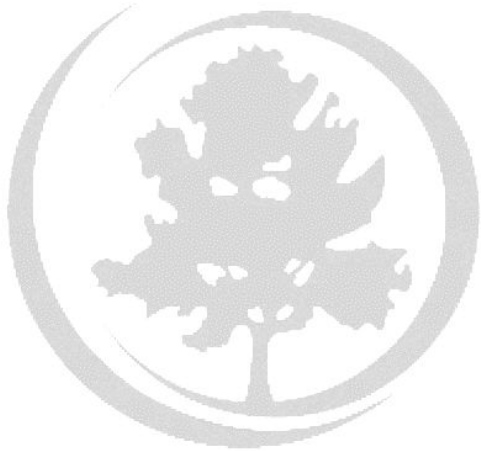
PDF File of complete contract is attached to the agenda item.



QUESTIONS



Finance and Purchasing



COVID 19 Reserve & ARPA Spend Update

ARPA Reporting

Fulton County Government American Rescue Plan Report as of 2/13/2025

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Completed
Behavioral Health Crisis Center	16.1	Yes	Yes	0.0	16.07	-	Remaining purchase orders of \$38.4k	Active
Developmental Disabilities Training Center	5.3	Yes	Yes	5.3	-	-	In progress	Active
Infrastructure Modernization (141 Pryor)	31.6	Yes	Yes	28.7	2.85	-	In progress	Active
Court Backlog Project - ORCA	79.3	Yes	Yes	0.1	79.21	(0.0)	Remaining purchase orders for services performed through 12/31/24 for Superior Court	Active
Fulton Fresh 2025 and 2026	0.4	Yes	Yes	0.4	-	-	Project encumbered.	Active
Living Assistance	0.5	Yes	Yes	0.5	-	-	Project encumbered.	Active
Tiny Homes	1.5	Yes	Yes	-	1.50	-	Project encumbered.	Active
IT Virtual Support - External Website	0.3	Yes	Yes	-	0.31	-	In progress	Active
IT Virtual Support -Cloud Based ERP	9.7	Yes	Yes	6.93296	2.74	-	In progress	Active
IT Virtual Support - Cybersecurity Betterment	1.7	Yes	Yes	1.72567	-	-	In progress	Active
General Administration	0.6	Yes	Yes	-	0.56	-		Completed
Fulton Fresh 2024	0.1	Yes	Yes	-	0.12	-		Completed
Vaccine and Testing	1.2	Yes	Yes	-	1.21	-		Completed
Vaccine and Testing - FEMA 10%	0.3	Yes		-	0.33	-		Completed
Summer Youth Training Program 2024	0.5	Yes	Yes	-	0.50	-		Completed
Safety Net Services - Community Services Pr	7.8	Yes	Yes	-	7.76	-		Completed
Emergency Rental Assistance								
Administrative Costs	8.9	Yes	Yes	-	8.85	-		Completed
Child Care	0.4	Yes	Yes	-	0.37	-		Completed
Day Porters / Cleaning	1.6	Yes	Yes	-	1.59	-		Completed
Emergency Rental Assistance	4.0	Yes	Yes	-	4.00	-		Completed
Food Insecurity	4.1	Yes	Yes	-	4.12	-		Completed
Fulton Fresh 2022	0.3	Yes	Yes	-	0.25	-		Completed
Fulton Fresh 2023	0.3	Yes	Yes	-	0.25	-		Completed
Grady Hospital	11.0	Yes	Yes	-	11.00	-		Completed
Employees Covid Healthcare	4.0	Yes	N/A	-	4.00	-		Completed

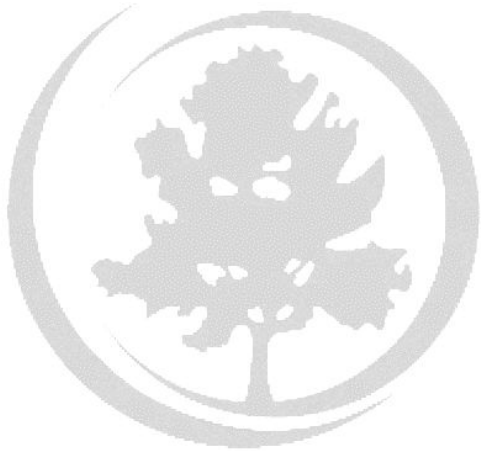


ARPA Reporting

Fulton County Government American Rescue Plan Report as of 2/13/2025

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Completed
Pandemic Proof County Facilities	0.4	Yes	Yes		0.44	-		Completed
Air Handling Units - County Buildings	1.4	Yes	Yes		1.35	-		Completed
Vaccine Incentive Program	0.4	Yes	Yes	-	0.40	-		Completed
Job Training	0.7	Yes	Yes	-	0.65	-		Completed
Lifeline Animal Control	0.5	Yes	Yes	-	0.50	-		Completed
Long Term Revolving Loan Program	3.9	Yes	Yes	-	3.90	-		Completed
Medical Examiner-Forensic Pathology/Transport	0.7	Yes	Yes		0.75	-		Completed
COVID Marketing and Outreach	0.3	Yes	Yes		0.26	-		Completed
Project Care	0.6	Yes	Yes		0.64	-		Completed
PPE- County Employees	1.6	Yes	Yes	-	1.62	-		Completed
Premium Pay for Employees	3.4	Yes	Yes	-	3.37	-		Completed
Summer Youth Training Program 2022	0.5	Yes	Yes	-	0.48	-		Completed
IT Virtual Support - Broadband/Communications	1.2	Yes	Yes	-	1.16	-		Completed
Infrastructure Modernization (Tax Assessor Relocation)	-	No	No	-	-	-	Previously proposed use of interest earnings	Proposed
Health Infrastructure Project Contingency (BHCC, DDTC, etc.)	-	No	No	-	-	-		Proposed
Medical Debt Extinguishment Program	-	No	No	-	-	-		Proposed
Federally Qualified Health Center Assistance	-	No	No	-	-	-		Proposed
Diversion Center	-	No	No	-	-	-		Reallocated
	206.8			43.6	163.1	(0.0)		
	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference		





Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2024 vs 2025 - January

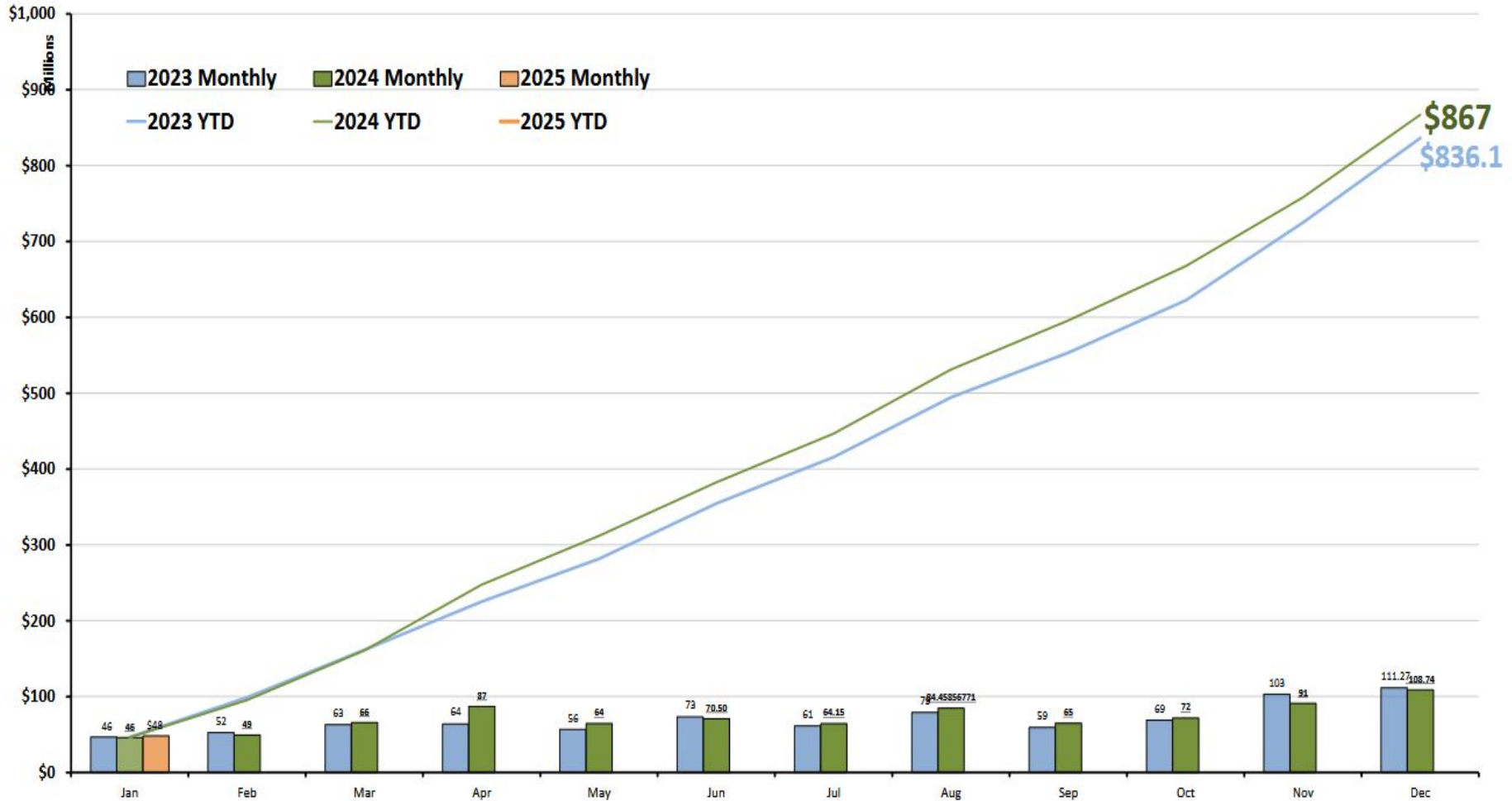
Department		2024			2025			(C/D)-(A/B)
		A	B	A/B	C	D	C/D	
		YTD 2024 Exp	2024 -Budget	%	YTD 2025 Exp	2025 Budget	%	
Arts & Culture	181	\$ 238,044	\$ 7,831,578	3%	\$ 237,168	\$ 6,090,899	4%	1%
Behavioral Health	755	\$ 229,228	\$ 18,607,401	1%	\$ 282,088	\$ 19,655,052	1%	0%
Board of Health	750	\$ 52,283	\$ 11,150,587	0%	\$ 47,899	\$ 11,050,000	0%	0%
Child Attorney	237	\$ 283,606	\$ 3,907,114	7%	\$ 295,492	\$ 3,930,086	8%	0%
Commission Districts	101	267,921	4,429,761	6%	\$ 345,284	\$ 5,065,339	7%	1%
Community Development	121	208,236	11,465,880	2%	\$ 225,148	\$ 10,405,955	2%	0%
County Attorney	235	422,500	5,069,994	8%	\$ 465,591	\$ 5,587,092	8%	0%
County Comm Clerk	110	218,209	1,410,664	15%	\$ 221,850	\$ 1,398,473	16%	0%
County Manager	118	255,553	4,058,114	6%	\$ 291,081	\$ 4,275,412	7%	1%
County Marshal	419	523,470	7,769,055	7%	\$ 571,562	\$ 8,128,058	7%	0%
District Attorney	480	2,463,767	37,046,261	7%	\$ 2,615,673	\$ 39,354,311	7%	0%
Diversity and Civil Rights	186	90,769	1,677,587	5%	\$ 87,262	\$ 1,675,883	5%	0%
DREAM	520	1,449,192	41,474,580	3%	\$ 2,336,200	\$ 45,649,766	5%	2%
Economic Development	120	48,311	1,410,872	3%	\$ 117,763	\$ 1,524,606	8%	4%
Emergency Management	335	74,145	1,561,655	5%	\$ 103,391	\$ 2,140,674	5%	0%
Emergency Services	333	129,325	3,418,235	4%	\$ 126,739	\$ 3,478,261	4%	0%
External Affairs	130	159,957	2,821,515	6%	\$ 171,378	\$ 2,985,602	6%	0%
Family & Children's Services	620	1,271	1,684,840	0%	\$ 22,105	\$ 1,684,840	1%	1%
Finance	210	469,800	7,916,858	6%	\$ 522,910	\$ 8,383,491	6%	0%
Grady Hospital	730	517,806	50,601,313	1%	\$ 516,545	\$ 51,535,540	1%	0%
HIV Elimination	270	2,092	140,909	1%	\$ 11,158	\$ 179,910	6%	5%
Human Resources	215	405,658	6,340,229	6%	\$ 407,889	\$ 6,270,385	7%	0%
Information Technology	220	1,211,462	38,309,838	3%	\$ 1,443,139	\$ 43,727,572	3%	0%
Juvenile Court	405	1,110,682	16,904,608	7%	\$ 1,320,466	\$ 18,150,397	7%	1%
Library	650	1,819,475	30,554,505	6%	\$ 1,943,638	\$ 31,557,685	6%	0%
Magistrate Court	422	366,405	4,824,167	8%	\$ 394,086	\$ 5,161,258	8%	0%
Medical Examiner	340	433,726	6,608,673	7%	\$ 460,190	\$ 6,586,101	7%	0%
Non-Agency	999	7,826,676	228,773,167	3%	\$ 9,413,041	\$ 249,159,911	4%	0%
Office of the County Auditor	119	110,647	1,453,528	8%	\$ 104,279	\$ 1,633,708	6%	-1%
Police	320	898,958	12,975,507	7%	\$ 997,625	\$ 14,047,164	7%	0%
Probate Court	410	344,863	5,814,691	6%	\$ 494,660	\$ 6,482,323	8%	2%
Public Defender	490	1,868,029	26,837,287	7%	\$ 2,225,860	\$ 27,547,416	8%	1%
Public Works	540	41,667	500,000	8%	\$ 41,667	\$ 500,000	8%	0%
Purchasing	230	308,658	4,871,926	6%	\$ 329,341	\$ 5,130,323	6%	0%
Regis & Elect	265	328,537	39,181,842	1%	\$ 358,592	\$ 22,408,078	2%	1%
Senior Services	183	1,554,222	28,408,575	5%	\$ 1,725,798	\$ 30,286,934	6%	0%
Sheriff	330	11,006,351	147,964,724	7%	\$ 7,277,595	\$ 153,787,661	5%	-3%
State Court-All Judges	421	485,321	6,900,659	7%	\$ 516,622	\$ 7,181,411	7%	0%
State Court-General	420	583,472	8,969,732	7%	\$ 653,452	\$ 9,232,810	7%	1%
State Court-Solicitor	400	830,779	13,040,495	6%	\$ 949,851	\$ 13,209,975	7%	1%
Superior Court-All judges	451	728,797	9,824,079	7%	\$ 759,108	\$ 10,278,927	7%	0%
Superior Court-Clerk	470	1,594,149	23,373,956	7%	\$ 2,039,199	\$ 23,526,563	9%	2%
Superior Court-General	450	1,544,103	25,026,337	6%	\$ 1,897,247	\$ 26,804,150	7%	1%
Tax Assessor	240	1,192,816	21,943,164	5%	\$ 1,491,967	\$ 23,022,579	6%	1%
Tax Commissioner	245	1,286,621	19,253,694	7%	\$ 1,330,392	\$ 19,900,404	7%	0%
Grand Total		\$ 45,987,564	\$ 954,110,157	5%	\$ 48,189,989	\$ 989,772,985	5%	0.0%

C/D Color Legend
8.3% of the Year (Jan)



Monthly Financial Report

Monthly and Cumulative Expenditures for the General Fund 2023 2024 and 2025



Monthly Financial Report

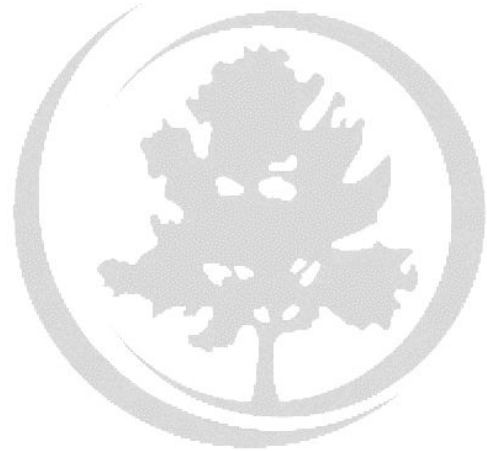
General Fund Summary

Personnel Vacancy Analysis 2025 -January- Full Time Permanent Positions

Department	FY25 YTD Expense	FY25 Budget	Perm. Pos.	Personnel Count and Vacancies / Full Time Permanent												Avg. Vac.TD	
				2025													
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Commission Districts	321,591	4,236,436	32	8													25%
County Comm Clerk	80,034	1,077,776	9	1													11%
County Manager	287,764	3,575,425	20	0													0%
County Auditor	102,986	1,493,541	8	0													0%
Community Development	215,937	2,923,477	25	4													16%
External Affairs	167,657	2,362,828	18	2													11%
Arts & Culture	228,950	3,060,530	29	1													3%
Senior Services	727,515	10,326,743	113	8													7%
Diversity and Civil Rights	78,898	1,361,507	11	1													9%
Finance	500,684	7,353,283	60	5													8%
Human Resources	382,130	5,041,540	44	3													7%
IT	1,197,360	17,579,219	123	21													17%
Purchasing	321,551	4,290,220	38	3													8%
Child Attorney	288,671	3,753,135	23	1													4%
Tax Assessor	1,267,295	17,420,138	190	15													8%
Tax Commissioner	1,260,978	16,247,118	190	6													3%
Regis & Elect	351,695	4,496,241	42	5													12%
HIV Elimination	10,908	171,910	1	0													0%
Police	516,159	6,601,819	69	7													10%
Sheriff	6,905,880	93,525,838	969	152													16%
Emergency Services	125,091	1,538,801	16	0													0%
Emergency Management	103,263	1,376,464	9	0													0%
Medical Examiner	418,514	5,575,976	44	2													5%
State Court-Solicitor	929,756	12,256,979	104	11													11%
Juvenile Court	1,251,208	16,256,532	162	18													11%
Probate Court	435,586	5,641,437	53	2													4%
County Marshal	541,731	7,301,842	72	5													7%
State Court-General	564,798	7,803,317	69	3													4%
State Court-All Judges	510,288	6,798,874	40	2													5%
Magistrate Court	384,803	4,643,854	21	0													0%
Superior Court-General	1,544,731	20,932,169	196	12													6%
Superior Court-Alljudges	735,734	9,540,772	80	1													1%
Superior Court-Clerk	1,459,206	20,469,201	208	20													10%
District Attorney	2,471,983	33,473,133	265	21													8%
Public Defender	1,910,895	25,283,525	163	6													4%
DREAM	1,084,211	16,005,126	174	23													13%
Library	1,788,883	25,303,340	303	40													13%
Behavioral Health	272,650	3,883,599	55	17													31%
Non-Agency	5,362,621	68,574,500	0	0													#DIV/0!
Economic Development	82,624	1,096,712	6	0													0%
Grand Total	\$ 37,193,220	\$ 500,654,877	4054	426													11%



*Vacant positions in the County's HR system as of 2/03/2025. Does not include an internal department reconciliation of positions which may include active job offers, FMLA, military leave and other off-payroll positions.



QUESTIONS



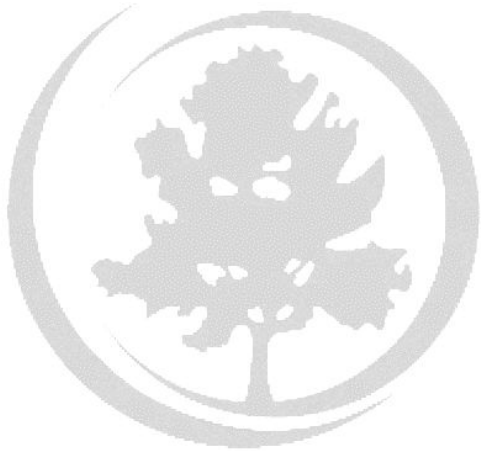
**Monthly Emergency
Purchase Orders & Monthly
CM Contract Approval**

EMERGENCY PURCHASE ORDERS AND CONTRACTS

**No Emergency Procurements to Report
for the period 1/11/2025 – 2/13/2025**

County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
1/20/2025	CUSSION, LLC	Food Services for Accountability Court Programs	Superior Court Administ	\$30,000.00
1/24/2025	GLENN A. KING	Independent Contractor to provide Purchasing System	Purchasing & Contract C	\$100,000.00
1/30/2025	ABACUS CORPORATION	Temporary Staffing Services - Senior Services (Administ	Senior Services	\$77,895.00
2/11/2025	AGNI ENTERPRISES DBA HEAD TO HEELS SAFETY SUPPLIES	Janitorial Supplies and Equipment	DREAM	\$20,000.00
2/12/2025	GLINE COLLISION LLC (FORMERLY MAIRS COLLISION)	Vehicle Painting & Bod Repair Services	DREAM	\$15,000.00



QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0134

Meeting Date: 2/19/2025

Department

Finance

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

Request approval of a Resolution to Equalize the 2025 Cost-of-Living Adjustments (COLAs) among all pensioners by providing those retirees who participated in pension plans without automatic adjustments with the same three percent (3%) COLA that is mandated by the formula provided in the 1982 and 1991 DB Plans and their amendments, effective April 1, 2025.

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

Fulton County Board of Commissioners approval is required for Cost of Living Adjustments for retirees without automatic COLA increases within their Pension Plans, pursuant to 1978 Ga. Laws p. 2383.

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 purpose of this resolution is to request a three percent (3%) Cost of Living Adjustment (COLA) increase effective April 1, 2025 to the pension benefits of eligible Defined Benefit Pension Plan retirees and beneficiaries, who are entitled to receive pension payments from the Fulton County General Employees' Pension Fund, the Fulton County Judges and Solicitors' General

Retirement Fund, the Public Safety Fund and those whose pensions are payable directly from County funds who are not eligible to receive automatic COLA increases. The resolution calls for a monthly increase by the greater of THREE PERCENT (3%) or TEN DOLLARS (\$10.00). The 3% COLA that is being recommended is the same percentage that was received effective January 1, 2025, by those retirees and beneficiaries in the Fulton County Employees Retirement System 1982, 1991 and 1991 Enhanced Defined Benefit Plans, which provides an automatic 3% COLA increase if the Consumer Price Index is positive year-over-year.

Community Impact: The estimated cost of this request is \$95,774.67; funding is available in FY2025 budget to pay for it.

Department Recommendation: The Finance Department recommends approval of the 3% COLA increase effective April 1, 2025, to those eligible retirees and beneficiaries.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

n/a

1 **A RESOLUTION TO EQUALIZE THE 2025 COST OF LIVING INCREASES IN**
2 **PENSION BENEFITS; AND FOR OTHER PURPOSES**

3
4 **WHEREAS**, there are numerous employees of Fulton County who have retired on small
5 pensions, and who have the need for increased pension benefits to account for increases in the cost
6 of living; and

7 **WHEREAS**, the Board of Commissioners of Fulton County (“BOC”) is authorized
8 pursuant to 1978 Ga. Laws, p. 2383 (continued by 1986 Ga. Laws, p. 4041) to increase retirement
9 or pension benefits for retirees provided the increases are from the County General Fund and not
10 from the Fulton County Teachers’ Retirement Fund; and

11 **WHEREAS**, retirees registered in the pension plans of 1982, 1991 Defined Benefit, and
12 1991 Enhanced Defined Benefit Plans are automatically granted a three percent (3%) Cost of
13 Living Adjustment (“COLA”) in years where the Consumer Price Index (“CPI”) is over the
14 calculated threshold; and

15 **WHEREAS**, such CPI calculations mandate the automatic 3% COLA for 2025; and

16 **WHEREAS**, the Board of Commissioners desires to extend equal benefits to the other
17 pensioners whose plans do not include the automatic COLA.

18 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Fulton
19 County pursuant to the authority contained in the amendment to the Constitution of Georgia
20 appearing in Ga. Laws 1974, page 1809, as follows:

21 **SECTION I**

22 Effective April 1, 2025, the pension benefits of all retired individuals, including
23 beneficiaries, who are entitled to receive pension payments from the Fulton County General
24 Employees’ Pension Fund, the Fulton County Judges and Solicitors’ General Retirement Fund, or
25 the Public Safety Fund who are not eligible to receive cost of living increases automatically

1 through their pension plans, and also, individuals whose pensions are payable directly from County
2 funds, are hereby increased by three percent (3%).

3 **SECTION II**

4 All funds necessary to pay the increased benefits authorized by this Resolution shall be
5 paid from General Funds of Fulton County.

6 **SECTION III**

7 This Resolution shall become effective on the 1st day of April, 2025.

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

Fulton County Employees Retirement System Board
141 Pryor Street, S. W.
Atlanta, Georgia 30303

December 12, 2024

Mr. Richard Anderson
County Manager
Fulton County Government
141 Pryor Street, S. W., 10th Floor
Atlanta, Georgia 30303

Dear Mr. Anderson:

The Fulton County Employees Retirement System Board, at their meeting on December 11, 2024, voted to recommend to the Board of County Commissioners that a raise of 3% be given to all retirees in Defined Benefit Plans prior to 1982. In the past, this raise has been 3% per month, or \$10 per month, whichever is greater. There are approximately 100 retirees left in these plans. The Board requests that considered be given with the adoption of the County's budget for 2025, with an effective date of January 1, 2025.

The Retirement Board accepted the CPI as of October 31, 2024, at their December meeting. If the CPI is above zero, then a 3% raise is given to all Defined Benefit Plan retirees in plans from 1982 and forward. This raise is in the plan resolutions. However, plans prior to 1982 don't receive a raise without specific action by the Board of County Commissioners.

Your consideration of this request is appreciated. Please feel free to contact me if you have any questions. My phone # is 404-406-4267. Thank you.

Sincerely,



Wanda Messina
Chairman

Cc: Board of Commissioners of Fulton County
Sharon Whitmore, Chief Financial Officer, Fulton County



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0135

Meeting Date: 2/19/2025

Department

Finance

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

Discussion of the estimated rollback rate to be provided to the Tax Commissioner as required in the provisions of the new State law HB 581.

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

Compliance with HB 581.

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: At the BOC meeting of January 8, 2025, the Board of Commissioners approved for the County to opt-in to HB 581, which provides a statewide exemption to be used in addition to other homestead exemptions that are not “base year” value exemptions. The statute requires an estimated rollback rate to be provided to the Tax Commissioner. Approval of a rollback rate by the BOC which will be forwarded to the Tax Commissioner is being requested.

Community Impact: Provides an additional property tax relief option in this new floating homestead, in addition to existing homestead provisions applicable to Fulton County property owners.

Agenda Item No.: 25-0135

Meeting Date: 2/19/2025

Project Implications: Compliance with new state law provisions



CERTIFICATION OF ESTIMATED ROLLBACK RATE

I hereby certify to the Fulton County Tax Commissioner the estimated rollback rate listed below for tax year 2025. The 'Estimated Roll-back rate' is the current year's estimated millage rate minus the millage equivalent of the total net assessed value added by reassessments as defined in O.C.G.A. Code Section 48-5-2 amended.

Estimated Rollback Rate

Date

Printed Name of Levying Authority

Signature of Responsible Party



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0136

Meeting Date: 2/19/2025

Department

Purchasing & Contract Compliance

Requested Action

Request approval of a termination of contract for the Office of the Tax Commissioner, Electronic Transaction Processing Agreement with Official Payments Corporation for electronic check payment and processing and credit/debit card payment transaction services. Effective upon BOC approval.

Requirement for Board Action

In accordance with Purchasing Code Section 102-421, when a contract requires termination or rescission of the award, it 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: Pursuant to a State of Georgia/Georgia Technology Authority contract, the initial agreement was approved by the Board of Commissioners on November 1, 2006, BOC Item 06-1154. The agreement was amended and remains in full force, running for one-year renewal terms. The current one-year term runs from November 22, 2024 to November 22, 2025. Section 6.2.3 of the Agreement allows the County to end the Agreement by providing 60 days written notice to the other party.

Fulton County is the only county that is still utilizing this agreement for "Point of Sale" transactions. The Georgia Department of Revenue Services has entered into a new Participant Agreement for Motor Vehicle registrations and the new vendor can process both, "Point of Sale" as well as "On-Line

motor vehicle transactions. As such, Fulton County will utilize one vendor instead of two. The contract must be terminated in order for the County to satisfy its obligation to provide 60 days written notice of termination.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0137

Meeting Date: 3/5/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to utilize cooperative purchasing contract - Department of Real Estate and Asset Management, Sourcewell Contract RFP #063022-SES, Commercial Kitchen Equipment with Related Supplies and Services in an amount not to exceed \$241,001.15 with Strategic Equipment, LLC dba TriMark USA, LLC (Albany, GA), for the purchase, delivery and installation of three (3) 80-gallon gas kettles, one (1) roll-in gas oven, and one (1) 2-vat gas fryer with related accessories for the Fulton County Jail. Effective upon BOC approval.

Requirement for Board Action

In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This cooperative purchasing contract offers best competitive cost values of commercial kitchen equipment and related products and services to federal, state/province, and municipal governmental agencies.

Now, DREAM is requesting approval to purchase three (3) 80-gallon gas kettles, one (1) roll-in gas oven, and one (1) 2-vat gas fryer with related accessories for the Fulton County Jail. This agenda

item is associated with previous BOC approval at the August 7, 2024, BOC meeting (Item #24-0517) for jail immediate needs.

Scope of Work: To purchase, deliver, and install requested kitchen equipment and related accessories for the Fulton County Jail.

Commercial Kitchen Equipment Purchase and Installation:

	Description	Qty	Unit Cost	Total Cost
1	80-Gallon Gas kettle , Vulcan Model No. GL80E, three (3) each one-year limited parts & labor warranty	3 EA	\$36,612.80	\$109,838.40
	Single Pantry Deck Mount Faucet, 18" double jointed swivel spout	3 EA	\$446.80	\$1,400.40
	FJK PPS Fully Jacketed Kettle Standard Security Package, includes security fasteners & tack welds, controls protected by lockable cover, perforated flue cover (gas)	3 EA	\$2,808.40	\$8,425.20
	FJKSTEP PPS Fully Jacketed Series Floor Stationary Kettle, draw off valve step protection	3 EA	\$2,127.60	\$6,382.80
	LKCOVER PPS Cover with lock hasp, lock by others	3 EA	\$998.40	\$2,995.20
	Sub-Total			\$129,042.00
2	Roll-in Gas Oven , Baxter Manufacturing Model No. OV500G2EE (10003958) Rotating Rack Oven, gas, curved front, holds (2) single or (1) double oven racks, One-year parts and labor warranty with additional 9 years for heat exchanger tubes, standard	1 EA	\$52,929.50	\$52,929.50
	440 480v/60/3 ph, 2.4 2.2 amps, heating circuit, also requires 120v/60/1ph control, 15amp dedicated circuit, 20amp max	1 EA	\$733.55	\$733.55
	PRNYES2 Prison Safety Package, for double rack oven	1 EA	\$3,358.35	\$3,358.35
	Basic Assembly, Set in Place & Start up	1 EA	\$4,768.62	\$4,768.62
	OV500T1 FLTKT2 Type 1 grease filter package	1 EA	\$509.15	\$509.15
	FLOOR2 EXTENS 14 Gallon stainless steel floor	1 EA	\$1,178.10	\$1,178.10

	Sub-Total			\$65,921.43
3	Battery Gas Fryer , Vulcan Model No. 3TR65AF, PowerFry3™ Fryer, gas, high efficiency, 63" W, (3) battery, 65 70 lbs. capacity per vat, solid state analog knob control, 1 year standard and 10-year limited tank warranty, standard limited parts & labor warranty	1 EA	\$38,546.40	\$38,546.40
	Fryer Security Package: security screws, hasp to close & lock cabinet door (lock not included)	3 EA	\$827.60	\$2,482.80
	Sub-Total			\$41,029.20
4	Blue Hose Gas Connector Kit , Dormont Manufacturing Model No. 1675KIT48	3 KT	\$202.22	\$606.66
5	Blue Hose Gas Connector Kit , Dormont Manufacturing Model No. 16125KIT48	1 KT	4\$411.86	\$411.86
6	Freight Cost	1 EA	\$3,990.00	\$3,990.00
	Total Costs			\$241,001.15

Community Impact: Upgrading, replacing and installation of new kitchen equipment and related accessories at the Fulton County Jail is necessary to ensure continuous preventive/corrective maintenance services.

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

The Commercial Kitchen Equipment supplier (TriMark) will work in collaboration with the Department Real Estate Asset Management’s Jail Maintenance Division for coordination, delivery, and installation of kitchen equipment and related accessories for the Fulton County Jail.

Project Implications: The capital upgrades/replacement is critical to ensure efficient operation of the main Jail complex, and to preserve building assets in such a manner as to extend their useful life expectancy.

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

Department Issues/Concerns: If this cooperative purchasing is not approved, there will be a delay in the providing upgrades, replacement, and installation of new kitchen equipment and related accessories for the Fulton County Jail.

Contract Modification: This is a new procurement.

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

Not Applicable

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

- Exhibit 1: Sourcewell Contract RFP #063022-SES
- Exhibit 2: Cost Proposal
- Exhibit 3: Cooperative Purchasing Justification and Approval Form

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

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$241,001.15
TOTAL:	\$241,001.15

Grant Information Summary

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind
Start Date:	<input type="checkbox"/>	Approval to Award
End Date:	<input type="checkbox"/>	Apply & Accept
Match Account \$:		

Fiscal Impact / Funding Source

Funding Line 1:

503-520-5200-G066: TAD Facility Capital Fund, Real Estate and Asset Management, Kitchen Equipment \$212,302.00

Funding Line 2:

100-520-5224-1116: General, Real Estate and Asset Management, Building Maintenance-\$28,699.05

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Upon completion of installation and operational test as determine by Fulton County
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: New Vendor

Would you select/recommend this vendor again?

Yes

Report Period Start:
N/A

Report Period End:
N/A



Solicitation Number: RFP #063022

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Strategic Equipment, LLC, 2801 S. Valley Parkway, Suite 200, Lewisville, TX 75067 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Commercial Kitchen Equipment with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 3, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Strategic Equipment, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/29/2022 | 12:53 PM CDT

DocuSigned by:
Rick De La Fuente
By: 70435A715C02475...
Rick De La Fuente
Title: Regional Chief Financial Officer
Date: 8/2/2022 | 9:57 AM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/2/2022 | 10:04 AM CDT

RFP 063022 - Commercial Kitchen Equipment with Related Supplies and Services

Vendor Details

Company Name: Strategic Equipment, LLC
Does your company conduct business under any other name? If yes, please state: Trimark
Address: 2801 S Valley Parkway, Suite 200
Lewisville, Texas 75067
Contact: Chuck Taylor
Email: chuck.taylor@trimarkusa.com
Phone: 469-261-5003
Fax: 469-240-7253
HST#: 62-1808341

Submission Details

Created On: Thursday June 16, 2022 09:14:24
Submitted On: Thursday June 30, 2022 13:16:44
Submitted By: Chuck Taylor
Email: chuck.taylor@trimarkusa.com
Transaction #: b7c85aea-0d6c-4500-802c-61c97587e748
Submitter's IP Address: 99.106.55.140

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Strategic Equipment, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Strategic Equipment, LLC is a wholly-owned subsidiary of Trimark USA, LLC, with Trimark being our trade and brand identity. Although not subsidiaries of Strategic Equipment, LLC, other Trimark divisions, operating under separate legal entities, share the same Trimark trade and brand identity and will participate in providing goods and services under this contract. These legal entities are: TriMark Marlinn, LLC; Hockenbergs Equipment and Supply Co, Inc.; S.S. Kemp & Co, LLC; TriMark United East, LLC; RW Smith & Co; Chefs Toys, LLC All Trimark divisions, regardless of legal entity, identify themselves in the marketplace as Trimark and share common values, goals, and principles. We work in cooperation with each other to present a seamless experience to our customers.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ISI Commercial Refrigeration, TriMark Foodcraft
4	Provide your CAGE code or Unique Entity Identifier (SAM):	641S7
5	Proposer Physical Address:	2801 S. Valley Parkway, Suite 200 Lewisville, TX 75067
6	Proposer website address (or addresses):	www.trimarkusa.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rick De La Fuente Regional Chief Financial Officer 2801 S Valley Parkway, Suite 200 Lewisville, TX 75067 Rick.DeLaFuente@trimarkusa.com 469-240-7219
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chuck Taylor Manager Institutional Sales and Purchasing Co-ops 2801 S Valley Parkway, Suite 200 Lewisville, TX 75067 chuck.taylor@trimarkusa.com 469-250-7253
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Kohlschmidt Senior VP Institutional and Contract Sales - Southern Region 9010 W. Little York Road, Ste 100 Houston, TX 77040 mark.kohlschmidt@trimarkusa.com 713-861-4455 ext. 5504 Amy Leasure Sales Executive Southern Region 5843 Barry Road Tampa, FL 33634 amy.leasure@trimarkusa.com 972-896-9893

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	TriMark has been in business more than 125 years. TriMark is the most experienced foodservice supply company in the industry. We are the leading provider of foodservice supplies, equipment, and specialized kitchen solutions. We are committed to the unique vision of each customer - offering innovative ideas, cutting-edge insights and critical tools to support their passionate pursuit of excellence every day. From sourcing products to identifying cost-saving solutions, we help our customers operate more efficiently to achieve optimal results. We provide services to meet the unique needs of foodservice establishments. Our purchasing power allows us to stock the best equipment and supplies for the customer to run their operation efficiently.
11	What are your company's expectations in the event of an award?	Our position as the incumbent supplier in this category affords a unique perspective into the purchasing trends of Sourcewell members and allows us to identify opportunities for measurable growth. We expect to build on the foundational business we've established over the previous years as a trusted Sourcewell supplier by increasing our offering to include new product categories, consultative design capabilities, and service. We also expect immediate growth with the expansion of our contract award to TriMark and its subsidiaries, enhancing not only our responsiveness to Sourcewell members in their respective markets but also our ability to anticipate their individual needs in a proactive fashion.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Strategic Equipment generated sales of \$558.5 million in 2021, which was a 22% increase over 2020. We generated \$26 million in Operating Income from those sales in 2021. This sales performance would rank Strategic the fourth largest foodservice equipment and supplies distributor in the United States. See Attachment - Income Statement Summary
13	What is your US market share for the solutions that you are proposing?	Trimark occupies the #2 position in the market with a 15% domestic market share (Source: Foodservice Equipment and Supplies 2022 Distribution Giants report, https://fesmag.com/research/distribution-giants/20180-2022-distribution-giants).
14	What is your Canadian market share for the solutions that you are proposing?	N/A. No data available related to Canadian market share.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, it has not.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Strategic Equipment, LLC is a subsidiary of TriMark USA, LLC, a wholly owned and privately held corporation, and is best described as a distributor/dealer/reseller. We are the preferred supplier of the industry's top tier foodservice equipment and supply manufacturers, providing the breadth of a national company while maintaining the depth of a local dealer.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Foodservice Equipment and Supplies Magazine Dealer of the Year Award 2019 2020 Performance in Tabletop Award - International Smoke 2022 Vendor of the Year Award - Focus Brands (Schlotzsky's, Carvel, Cinnabon, Moe's Southwest Grill, McAlister's Deli, Auntie Anne's and Jamba) 2018/2020/2022 - Highest Volume Increase in Smallwares Category - ABC Buying Group 2022 - Highest Total Dollar Increase - ABC Buying Group
20	What percentage of your sales are to the governmental sector in the past three years	.43% of total sales were to the government sector
21	What percentage of your sales are to the education sector in the past three years	2.1% of total sales were to the education sector
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell Contract 091918-TMK 2019 - \$8,345,324.50 2020 - \$2,822,788.50 2021 - \$10,837,512.00 TASN Buyboard Contract 598-19 2019 - \$1,373,149.50 2020 - \$ 282,159.50 2021 - \$ 644,756.00 Choice Partners Contract 19/039TJ 2019 - \$4,603,797.50 2020 - \$2,467,064.50 2021 - \$ 904,155.50
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Georgia Department of Corrections	Freddie Armstrong Facility Maintenance Engineer Advisor	404-244-5748
Waco Independent School District	Clifford Reece Director of Child Nutrition Services	254-752-5522
Clay County District Schools	Rosita Rivera Viera	904-336-6855

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Georgia Dept. Corrections	Government	Georgia - GA	Equipment, Dish Washers, Cooking Equipment, Fabrication, Design, Installation	Varied Several \$240,000.00	\$3,200,000.00
Auburn University	Education	Alabama - AL	Equipment, Walk in refrigerated rooms, Cooking equipment, Installation	\$200,000.00-\$2,000,000.00	\$2,489,000.00
Louisiana Stadium and Exposition	Government	Louisiana - LA	Equipment, Walk in refrigerated rooms, Cooking equipment, Installation	\$1,870,000.00	\$1,870,000.00
School District of Lee County	Education	Florida - FL	Equipment, Serving Lines, Refrigeration, Cooking Equipment, Décor Packages, Installation	\$100,000.00 - \$200,000.00	\$1,582,000.00
School Board of Clay County	Education	Florida - FL	Equipment, Walk in Refrigerated Rooms, Serving Lines, Cooking Equipment, Décor Packages	\$100,000.00-\$200,000.00	\$1,447,000.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Strategic Equipment a division of TriMark USA has seven sales people dedicated to the institutional market. This staff is located in: Dallas and Houston, Texas; Tampa, Florida; Knoxville, Tennessee; Duluth, Georgia. Our sister companies have sales staff located throughout the country. TriMark USA has 45 sales offices, with over 500 outside sales people and 200 inside sales people. This sales team is backed by over 600 project and operational support members. TriMark USA has 39 distribution centers.
27	Dealer network or other distribution methods.	We use our sister companies in TriMark USA and their respective distribution centers to fulfill the specifics of the RFP. This includes sales, project management, design, etc.
28	Service force.	We provide standard service repair during operating hours (both on-site and in-shop), emergency service repair on-site, installation (both project and single replacement), and planned maintenance (PM) service for the Commercial Food Equipment Industry. In addition, customers looking to repair their own equipment, we sell OEM parts with an inventory of over \$3 Million in our distribution facilities. In-house service territories include Alabama, Georgia, Florida, and Texas with a fleet of over 100 vehicles. TriMark is a proud member of the Commercial Food Equipment Service Association (CFESA). TriMark partners with authorized service agencies within neighboring states for both in and out of warranty service repairs as well as installation.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	New customers will be required to complete a New Customer Application. Upon receipt and review by our credit department, an open account with Net 30 day terms will be established and orders may be processed. Once the Sourcwell member acknowledges acceptance of the quotation and submits a valid purchase order, the Project Coordinator assigned to the account will process the order, place purchase orders to the manufacturers, and advise of the tracking information once that is made available.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To obtain our goal of providing the highest lever of customer service and support, Strategic employs a team approach. The primary client contact is the Sales Executive or Account Manager assigned to the customer. To facilitate order fulfillment, the Sales Executive will assign a Project Coordinator or inside sales professional to assist with order placement, tracking of shipments, and other administrative functions. If the size of the project warrants additional resources, an onsite Project Manager will be assigned to assist with tracking and scheduling shipments and coordinating installation of the equipment, working in cooperation with the customer's general contractor and subcontractors. This team approach provides for the flow of shared information so each team member can provide timely and responsive updates and information to the customer regarding the project.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Strategic, along with our participating Trimark divisions comprise one of the largest sales forces in the industry, providing coverage nationwide. In addition, we have developed a team of experienced professional Sales Executives dedicated to serving the institutional market and growing our market share in this sector. Developing the institutional market is one of our key initiatives company-wide and we view it as one of our greatest opportunities for growth.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	While our experience in providing products and services to customers in Canada has been very limited, primarily in support of our chain account customers, we are developing the contacts and channel partnerships necessary to pursue more opportunities in that market.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Freight and transportation costs would be based on actual cost plus mark up	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We plan to distribute marketing materials to our sales team and customer base that highlight our contract capabilities. Our award will be posted on our company website and all our web marketing platforms will be updated to include content designed to draw attention to our contract offerings with links to the Sourcwell home page and our vendor landing page. We will continue to exhibit at regional and national trade shows providing the best opportunity to meet prospective members with the intent of generating new cooperative sales leads. We will periodically distribute marketing materials via direct mail and email marketing campaigns designed to underscore cooperative purchasing and our commitment to our Sourcwell partnership.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Strategic has a robust social media presence. We post across five social media platforms on a weekly basis sharing recent company programs, restaurant installations, community involvement, hiring activities and industry partnership. We've recently launched BIM 360 utilizing technology to provide a live, shared digital workspace to facilitate project management and critical planning.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	As an incumbent supplier for Sourcwell, the cooperative purchasing vehicle is fully ingrained and has become fundamental to our sales and marketing strategy. The success thus far is largely attributed to the collaborative efforts of our Sourcwell contract administrators, promoting our contract to interested members and coordinating marketing efforts. We have seen significant growth in Sourcwell contract sales over the past year as a result of our focused attention on the institutional market and development of our Institutional Sales Team. We anticipate this to continue to grow as team members become more and more experienced with utilizing the benefits offered by cooperative purchasing.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently we provide custom e-procurement portals tailored specifically to customers who regularly place replenishment orders of common items. This platform optimizes the ordering and delivery process for our repeat customers. This service will be made available to any Sourcwell member who believes this will fit their specific need. We also participate in Sourcwell Equal Level, currently positioned with an expanded profile with plans to move to a catalogue store in the future.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We work in coordination with the local manufacturer's representatives to schedule on-site training and product demonstration designed to maximize familiarity and comfort with a new piece of equipment. Additionally, most manufacturer's representatives employ chefs who will assist our customers in menu development and testing and programming recipes for consistency and productivity. In most cases these services are provided at no additional cost to the customer. However, there may be cases where, due to the remote location of the customer or the requirement for multiple trips, a fee would be required. In those instances we would provide the customer with a quote based on the Ancillary rate in the pricing agreement.
41	Describe any technological advances that your proposed products or services offer.	Foodservice equipment manufacturers constantly update products to incorporate the latest innovations in design, function, and technology. Some recent examples are: High speed, fast bake ovens - reduce cooking time leading to higher productivity and efficiency. High efficiency fryers with oil recovery systems that significantly reduce the consumption of oil, reducing costs and increasing profitability. Induction cooking - provides the most efficient transfer of energy and allows more flexibility in locating cooking and serving locations Ventless technology for cooking equipment and warewashing equipment - allows for use of equipment where a traditional ventilation system would have been unfeasible.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Equipment manufacturers invest heavily into research and development of new products able to operate at peak efficiency while minimizing impact on the environment. Strategic offers many Energy Star certified products and encourages the use of high-efficiency equipment whenever possible. For projects in development, our designers can collaborate with architects and consultants seeking LEED green building certification. On the operational level, our Strategic facilities employ motion-activated lighting, engage in pallet recycling programs, minimize packaging, and follow waste reduction protocol. Agencies that regulate and certify this equipment are: U.S. Department of Energy - www.energy.gov U.S. Environmental Protection Agency - www.epa.gov U.S. Green Building Council - new.usgbc.org
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Strategic is more than just an equipment and supplies provider. Our approach is more like a consultant. Our sales force is comprised of trained and experienced foodservice professionals, many holding CFSP accreditation, who are adept at working with the customer to identify needs and develop solutions. We truly provide a "turnkey" experience by offering services that include menu development, space and layout design, equipment specification and procurement, project management, delivery and installation, equipment demonstration and training. We take the project from inception to completion and employ a team of experts to assist the customer all along the process. Our national footprint and multiple warehouses help to provide timely delivery of products to our customers

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Warranties are those supplied by the equipment manufacturers. Generally cover parts and labor.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty will not cover abuse or lack of maintenance.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have coverage in the United States.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We warranty any work we perform. The equipment is covered by the original equipment manufacturer.
51	What are your proposed exchange and return programs and policies?	Special order items are not returnable and will not be exchanged. If a manufacture will take back an item they consider returnable, the return must have an RMA and be returned within 90 days in the original carton. All freight, restocking, damage plus a service fee will be deducted from the credit for equipment.
52	Describe any service contract options for the items included in your proposal.	We offer preventative maintenance contracts for refrigeration equipment in Texas. DFW, Houston, Beaumont and Austin.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30 days. To be considered for an open account, all new customers will be required to complete a New Customer Application and provide tax exemption certification if applicable. All applicants are subject to Strategic's Credit Terms and Policies and must meet criteria specified therein. Finance charges of 1/5% per month (18% APR) or the maximum rate that an applicant may lawfully contract to pay, whichever is less, on any payment Seller considers past due until collected. Accepted payment methods include check, ACH, wire transfer, credit card
54	Describe any leasing or financing options available for use by educational or governmental entities.	TriMark Strategic has developed business relationships with several reputable third-party leasing companies and can provide Sourcewell customers with information regarding this option upon request.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Strategic will require a valid Purchase Order from Sourcewell customers. Upon acceptance, Strategic will agree to the terms and conditions set forth in the Purchase Order. All quotes submitted by Strategic to Sourcewell customers will be on a standard Quotation Form and will have this statement regarding the Terms of Sale: "This Quote shall be subject to Trimark's Terms of Sale http://www.trimarkusa.com/SiteMedia/SiteResources/Term/TriMark-Terms-and-Conditions-of-Sale.pdf , which are incorporated herein by reference. The customer's Purchase Order terms and conditions shall govern.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-cards as well as Visa, Master Card, American Express, and Discover. There is a 2.5% administrative fee for these transactions.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the breadth of products and thousands of SKU's that we offer, we will employ a catalogue discount price model. Each manufacturer is assigned a set percentage discount off the published list price. Pricing extended to Sourcewell members will not exceed the contracted discount. A comprehensive matrix detailing the discounts and product categories by manufacturer will be made available. Note that some of the manufacturers listed do not have a published list price since their products are typically custom-made to each individual application. These include manufacturers that produce ventilation hoods, walk-in coolers and freezers, custom serving lines, custom stainless steel fabrication, etc. Since there is no published list price, we will provide a custom quote for these items. See Attachment for Detailed Discount Matrix
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts listed in the discount matrix range from 0% (List) to 70% off manufacturer's published list price.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the amount of discount offered, there are no additional quantity/volume discounts or rebates available.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Pricing for any manufacturer not listed on the discount matrix will be provided by a quote upon request. Ancillary products and services will be provided at cost + 15%. Examples are: Design Services Project Management Freight and Logistics Consolidation and Storage Replacement parts Furniture Linens Uniforms Aprons Laundry Equipment Custom Fabrication Millwork Kiosks All Others
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Acquisition costs not specifically detailed in this proposal are hypothetical and dependent upon a number of variables. For example, if a customer should experience unforeseen delays in construction or renovation of a foodservice facility and is unable to accept scheduled delivery after an order has shipped, Strategic will coordinate with the carrier to reroute the shipment to a warehouse facility for storage until such a time the delivery can be rescheduled. Costs to receive, warehouse, stage, and deliver the order would be addressed with the customer and invoiced at a cost + rate as outlined above.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All applicable freight charges will be quoted upon request and Strategic will prepay the charges and add these costs to the invoice in line with the pricing structure outlined for Ancillary Items. Due to our buying power and favorable relationships with leading manufacturers, Strategic has negotiated free shipping or reduced freight rates on many product lines. In these cases, the cost savings will be passed along to the Sourcewell member.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For shipments to Alaska, Hawaii, Canada, or offshore location, we typically provide shipping estimates to a freight forwarder at the nearest port of entry to the contiguous USA. I

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Products requiring technical expertise to properly install and calibrate, such as warewashing equipment and combi ovens, may be shipped directly from the manufacturer to the factory authorized installer for delivery. Additionally, large projects typically require consolidation of equipment to a storage facility for later delivery by a Strategic installer or third party installation partner.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	We now have a dedicated sales force focused specifically on the Institutional Market and each team member is well-versed and trained on the provisions and requirements of the Sourcwell agreement. Compliance will be monitored by the Manager of Institutional Sales and Purchasing Co-ops. All sales made through the Sourcwell contract will be keyed with an identifier in our order system and tracked to facilitate accurate quarterly sales reporting.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We monitor each quotation by generating a quote and confirming pricing and profitability. We set goals for sales and margin for our sales staff and the department as a whole.	*
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.5%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Strategic Equipment is offering products of every category of food service equipment. This includes, cooking, holding, preparation, refrigeration and walk in coolers and freezers, warming, transport, bakery and ware washing, ventilation hoods; fire systems, fans, and pollution control equipment that would be tied to the hoods. We also offer smallwares, table top, utensils, supplies and disposables. We offer project management, set in place and installation. We provide after the sale service fo refrigeration equipment in the major Texas metropolitan areas.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Food Service Equipment, Supplies and Disposables: Equipment, tables, mixers, dish washers, mixers, slicers, vent hoods, walk in coolers and freezers, cooking equipment, laundry equipment, ovens, bar equipment, beer systems, small wares, table top.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Kitchen and foodservice equipment and appliances	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have access to and can provide equipment from all foodservice manufacturers. This includes but is not limited to all kitchen ventilation and refrigerated rooms. We can also provide products from categories such as commercial laundry, equipment medical refrigeration and more.
72	Components, accessories, and parts for the equipment and appliances described in Line 71 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Components and parts that are accessories can be added at the time of ordering. Replacement parts can be provided as requested.
73	Foodservice small wares, tools, dispensers, supplies, and furnishings complementary to an offering of the solutions in Line 71 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have access to and can provide foodservice small wares, tools, dispensers, supplies, and furnishings as requested. We have access to all foodservice small wares companies and have a proprietary line of small wares
74	Services complementary to the acquisition, operation, and upkeep of the solutions described in Lines 71-73 above, including design, installation, removal, disposal, inspection, repair, maintenance, training, and support. However, this solicitation should NOT be construed to include "services only" solutions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide a full service design, installation, repair, training, and preventative maintenance programs.

Table 15: Industry Specific Questions

Line Item	Question	Response *
75	Describe your design service offering, if available.	Strategic Equipment has a full design department with over 20 designer/CAD operators on staff.
76	Describe the installation process and how it is managed from product order to completion.	Installation/set in place if quoted is processed through our order department. Installation is scheduled based on the equipment arrival schedule. We may use our own team or a third party company to complete the install.
77	Describe how your company will handle supply issues, product substitutions and special orders products.	We are constantly reviewing the market place for industry supply chain issues. We search for comparable alternates for consideration that may reduce delays. All substitutions will be submitted for approval to the purchasing entity. Special orders are processed through our order entry and purchasing department. The items can be drop shipped or installed based on requirements.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Tri-Mark Pricing Update 2022 (003) - Copy.pdf - Thursday June 30, 2022 10:25:11
 - [Financial Strength and Stability](#) - SELLC 2021 Income Statement Summary.pdf - Monday June 27, 2022 11:18:43
 - [Marketing Plan/Samples](#) - Marketing Samples.zip - Wednesday June 29, 2022 15:05:42
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Attachments.zip - Wednesday June 29, 2022 15:06:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chuck Taylor, Manager Institutional Sales and Purchasing Coops, Strategic Equipment, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Commercial_Kitchen_Eqpt_RFP_063022 Thu June 23 2022 08:54 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 063022-SES**

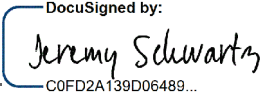
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcwell** and **Strategic Equipment, LLC (“Strategic”)**, now known as **TriMark USA, LLC** (Supplier).

Sourcwell awarded a contract to Supplier to provide Commercial Kitchen Equipment with Related Supplies and Services to Sourcwell and its Participating Entities, effective August 2, 2022, through August 3, 2026 (Contract).

Strategic Equipment, LLC, changed its name to “TriMark USA, LLC.” No other structural changes have taken place with the company. All references to “Strategic Equipment, LLC” in Contract #063022-SES will be replaced with “TriMark USA, LLC.”

Except as amended, the Contract remains in full force and effect.

Sourcwell

By:  _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/20/2024 | 6:12 AM CDT

TriMark USA, LLC

By:  _____
2A74C4E09EA642A...
Karen McCain, Executive Vice President

Date: 5/17/2024 | 9:44 AM PDT

Customer:

Fulton County Jail
 Dept. of Real Estate and Asset
 Management
 901 Rice St NW
 Atlanta, GA 30318

From:

Strategic Equipment Inc.
 Derek Wyles
 1747 Oak Haven Drive
 Albany, GA 31701-2259

Project Code: BL3772

Thank you for allowing TriMark the opportunity to provide pricing. Please be aware in this very unstable market; manufacturers are experiencing delays, pricing increases and additional freight surcharges and storage fees. ***As such, quotes will remain in effect for 30 days.*** TriMark reserves the right to make any corrections or adjustments due to cost increases, market fluctuations, supply chain disruptions, tariffs, third party supplier changes in cost, general contractor delays, or any other factors outside of TriMark's control at any time prior to delivery. We apologize for the inconvenience.

For all custom fabricated equipment, exhaust hoods, walk-in coolers/freezers, and all items requiring owner selections of colors or laminate finishes, these prices are current estimates. We will re-quote those items based on the manufacturers' prices in effect at the time when field measurements can be taken and/or color/laminate selections are made by the owner. This policy also applies to all items of standard manufacture that cannot be shipped immediately upon fabrication to an owner's or general contractor's facility.




****Sourcewell Contract #063022-SES****

Item	Qty	Description	Sell	Sell Total
3	3 ea	KETTLE, GAS, STATIONARY Vulcan Model No. GL80E Fully Jacketed Stationary Kettle, Gas, 80-gallon capacity, spring assisted hinged cover with heavy duty pivot assembly, 2" plug draw-off valve with perforated strainer, graduated measuring rod, faucet bracket, stainless steel construction with 316 series stainless steel liner, flanged feet, electric ignition, 135,000 BTU	\$36,612.80	\$109,838.40
	3 ea	1 year limited parts & labor warranty, standard		



Item	Qty	Description	Sell	Sell Total
	3 ea	Natural gas (specify elevation if over 2,000 ft.)		
	3 ea	120v/60/1-ph, 3.0 amps, 300w for controls, standard		
	3 ea	SGLTS 18NZLJ SINGLE Pantry Deck Mount Faucet, 18" double jointed swivel spout, includes 4" & 12" riser, NSF & Lead Reduction Compliant (Note: water connection required)	\$466.80	\$1,400.40
	3 ea	FJK-PPS Fully Jacketed Kettle Standard Security Package, includes security fasteners & tack welds, controls protected by lockable cover, perforated flue cover (gas)	\$2,808.40	\$8,425.20
	3 ea	FJKSTEP PPS Fully Jacketed Series Floor Stationary Kettle, draw-off valve step protection	\$2,127.60	\$6,382.80
	3 ea	LKCOVER-PPS Cover with lock hasp, lock by others	\$998.40	\$2,995.20
			ITEM TOTAL:	\$129,042.00
9	1 ea	OVEN, GAS, ROLL-IN Baxter Manufacturing Model No. OV500G2EE (10003958) Rotating Rack Oven, gas, curved front, holds (2) single or (1) double oven racks, programmable digital controls, auto rack lift, Advanced Controls with 4-stage bake & 99 programmable menus, manual backup controls, self-contained steam system, three pane field reversible glass door, stainless steel construction, fully fire sealed hood, flush floor, single vent, 275,000 BTU, cULus, UL EPH Classified, ENERGY STAR®	\$52,929.50	\$52,929.50
	1 ea	One year parts and labor warranty with additional 9 years for heat exchanger tubes, standard		
	1 ea	Hobart Care Unlimited: M-F, 8-5 (8am-5pm weekday coverage for all calls, unlimited # of calls, 1 business day response for Emergency calls, 3 business day response for Non-emergency calls) (price represent 1 year of service contract coverage) (2nd Year Extended Warranty Preference) Not applicable in Alaska or Hawaii.	\$2,444.16	\$2,444.16
	1 ea	HTSON1 Natural gas burner, standard		
	1 ea	440-480v/60/3-ph, 2.4 - 2.2 amps, heating circuit, also requires 120v/60/1ph control, 15amp dedicated circuit, 20amp max (USA)	\$733.55	\$733.55
	1 ea	Backup controls, standard		
	1 ea	LFT00B "B" style lift, standard		
	1 ea	PRNYES2 Prison Safety Package, for double rack oven, includes tamper resistant hardware, lockable control cover with clear acrylic window, separate hasp for service panel access	\$3,358.35	\$3,358.35
	1 ea	SHPSPD Oven body shipped split, for double rack units, standard		
	1 ea	Basic Assembly, Set-in Place & Start-up - per specification listed below (NET)	\$4,768.62	\$4,768.62
	1 ea	Rear drain, standard		
	1 ea	OV500T1-FLTKT2 Type 1 grease filter package for UL Listed hood – double rack units	\$509.15	\$509.15
	1 ea	FLOOR2-EXTENS 14 ga. stainless steel floor with anti slip surface,	\$1,178.10	\$1,178.10



Item	Qty	Description	Sell	Sell Total
		38.0"D, includes hardware and adhesive – double rack units		
			ITEM TOTAL:	\$65,921.43
11	1 ea	GAS FRYER, BATTERY Vulcan Model No. 3TR65AF PowerFry3™ Fryer, gas, high efficiency, 63" W, (3) battery, 65-70 lbs. capacity per vat, solid state analog knob control with melt cycles, ThreePass™ heat transfer system, electronic ignition, KleenScreen PLUS® filtration system, twin baskets, stainless steel cabinet & fry tank, adjustable casters (2 swivel locking & 2 non-locking), 240,000 BTU, CSA, NSF, ENERGY STAR®	\$38,546.40	\$38,546.40
				
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	10 year limited tank warranty, standard		
	1 ea	Natural gas (specify elevation if over 10,000 ft. contact factory)		
	1 ea	120v/60/1-ph, 1/3 hp, 6.0 amps, NEMA 5-15P, for filter, standard		
	3 ea	Fryer Security Package: security screws, hasp to close & lock cabinet door (lock not included). Digital & Computer controls can be locked out (per tank)	\$827.60	\$2,482.80
			ITEM TOTAL:	\$41,029.20
17	3 kt	BLUE HOSE GAS CONNECTOR KIT Dormont Manufacturing Model No. 1675KIT48 Packed 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty	\$202.22	\$606.66
				
			ITEM TOTAL:	\$606.66
18	1 kt	BLUE HOSE GAS CONNECTOR KIT Dormont Manufacturing Model No. 16125KIT48 (10021883) Packed 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 1-1/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, coiled restraining cable with hardware, 541,000 BTU/hr minimum, limited lifetime warranty	\$411.86	\$411.86
				
			ITEM TOTAL:	\$411.86
20	1 ea	FREIGHT Custom Model No. FREIGHT Factory Freight	\$3,990.00	\$3,990.00
			ITEM TOTAL:	\$3,990.00
			Total	\$241,001.15

This Quote shall be subject to TriMark's Terms of Sale <https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf>, which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Any tax or similar fees shown in this Quote are an estimate only.

Florida Refrigeration License # CAC1821900

Austin Beaumont Houston Lewisville
TACLB52729R TACLA35912C TACLA108388C TACLB16860C

Regulated by the Texas Department of Licensing and Regulation, P.O. BOX 12157, Austin, Texas, 1-800-803-9202. www.tdlr.texas.gov

I understand, agree to and accept the above terms and conditions.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$241,001.15



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Please complete the form below to request that the Purchasing Director review the spending unit's request to engage in cooperative purchasing.

Requesting Department/Agency: Real Estate and Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3772

Cooperative Contract Number and Title: #063022-SES, Commercial Kitchen Equipment with

Estimated Contract Spend: \$241,001.15

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

Public Cooperative Entity (Ex: NASPO)
List cooperative entity: Sourcewell

State of Georgia Statewide Contracts
(Department of Administrative Services)

Federal Government (Ex: GSA contract)

Other Governmental Entity
(Ex: City of Atlanta)
List Government Entity: _____

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.

The purpose of this cooperative purchasing contract that it offers a comprehensive product line of commercial kitchen and foodservice equipment, appliances, and complementary products and services. They also bring full-service design, installation, repair, and preventative maintenance programs. Trimark can sell and service Sourcewell participating entities across the United States with pricing that represents a range of competitive discounts from manufacturer list price.

2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:

The cost analysis and benefits of this contract are as follows:

- Offer discount off 48% list price for Ice Storage and transport Ice and Water Dispensers Ice & Beverage Dispensers Ice Machines
- Warranty:

- 3-Year parts & labor on entire machine
- 5-Year parts & labor on evaporator
- 5-Year parts on compressor & air-cooled condenser
- 5-Year parts and labor for bin

3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Commercial Kitchen Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

4. Provide a copy of the cost proposal/quote received.

Attached.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The use of the contract meets the needs of the requesting department/agency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The proposed contracting entity is authorized to conduct business in the State of Georgia.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.	<input type="checkbox"/>	<input type="checkbox"/>
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.	<input type="checkbox"/>	<input type="checkbox"/>
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contract. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.	<input type="checkbox"/>	<input type="checkbox"/>

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

meets the requirements does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent Darlene A. Banks Date 02/03/2025

Chief Purchasing Agent *Felicia Strong Whitaker* Date 2/10/2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0107

Meeting Date: 2/19/2025

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

Request approval of a Resolution to amend Fulton County's current approved FY2025 budget by approving an increase to the total budget provided to the Department of Arts and Culture by an additional amount of \$1,700,000.00 for the Contracts for Services ("CFS") Program to maintain the current level of services provided in FY2024 and recent years; and for other purposes.

(Barrett/Arrington) (MOTION TO APPROVE FAILED ON 2/5/25)

1 **RESOLUTION TO AMEND FULTON COUNTY'S CURRENT APPROVED**
2 **FY2025 BUDGET BY APPROVING AN INCREASE TO THE TOTAL BUDGET**
3 **PROVIDED TO THE DEPARTMENT OF ARTS AND CULTURE BY AN**
4 **ADDITIONAL AMOUNT OF \$1,700,000.00 FOR THE CONTRACTS FOR**
5 **SERVICES ("CFS") PROGRAM TO MAINTAIN THE CURRENT LEVEL OF**
6 **SERVICES PROVIDED IN FY2024 AND RECENT YEARS; AND FOR OTHER**
7 **PURPOSES.**

8
9 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties have the authority
10 to adopt an ordinance to establish their own fiscal year and budget preparation
11 process; and

12 **WHEREAS**, the Board of Commissioners of Fulton County has determined
13 that it is in the best interest of Fulton County to have a streamlined budget
14 preparation process that provides the necessary legal requirements and removes
15 previous time consuming and burdensome practices; and

16 **WHEREAS**, O.C.G.A. § 36-81-3 provides that a county may amend its
17 budget to adapt to changing governmental needs during the budget period; and

18 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be
19 made as follows:

20 (1) Any increase in appropriation at the legal level of control of the local
21 government, whether accomplished through a change in anticipated revenues in
22 any fund or through a transfer of appropriations among departments, shall require
23 the approval of the governing authority. Such amendment shall be adopted by
24 ordinance or resolution; and

25 (2) Transfers of appropriations within any fund below the local government's
26 legal level of control shall require only the approval of the budget officer; and

27 (3) The governing authority of a local government may amend the legal level

1 of control to establish a more detailed level of budgetary control at any time during
2 the budget period. Said amendment shall be adopted by ordinance or resolution;
3 and

4 **WHEREAS**, the legal level of control for Fulton County is the departmental
5 level; and

6 **WHEREAS**, the Fulton County Department of Arts and Culture
7 (“Department of Arts and Culture”) was established in 1991 as a Fulton County
8 department consisting of full-time professional staff members who recommend
9 policy to the Board of Commissioners on arts-related programs and administer
10 Fulton County’s arts programs, facilities, and contracts; and

11 **WHEREAS**, it is the function of the Department of Arts and Culture to
12 pursue quality arts programming by supporting the development of local artists,
13 arts organizations, arts institutions, and cultural programming for Fulton County
14 residents; and

15 **WHEREAS**, the Department of Arts and Culture also serves as Fulton
16 County’s funding agency to support arts-related programs and services provided
17 by Fulton County-based nonprofit arts organizations to Fulton County residents
18 through the Contracts for Services (“CFS”) Program; and

19 **WHEREAS**, the CFS Program provides general operating and project
20 support to nonprofit and tax-exempt organizations, arts and culture organizations,
21 cultural institutions, colleges, universities, and government units that produce or
22 present ongoing public arts programming for Fulton County citizens; and

23 **WHEREAS**, CFS funded programs have historically stimulated

1 neighborhood growth, supported economic development, and provided jobs; and

2 **WHEREAS**, on January 29, 2025, the Board of Commissioners approved
3 the FY2025 Final Adopted Budget and FY2025 Budget Resolution (the “FY2025
4 Final Budget”) through Agenda Item 25-0070; and

5 **WHEREAS**, the FY2025 Final Budget that was approved on January 29,
6 2025 includes a budget of \$6,090,899.00 for the Department of Arts and Culture;
7 and

8 **WHEREAS**, this budget of \$6,090,899.00 for the Department of Arts and
9 Culture does not include the requested \$1,700,000.00 budget enhancement to
10 fund the CFS Program; and

11 **WHEREAS**, the Department of Arts and Culture requires additional funding
12 in the amount of \$1,700,000.00 to provide necessary cultural programs and arts-
13 related services to Fulton County residents through the CFS Program; and

14 **WHEREAS**, the Board of Commissioners recognizes that it has historically
15 approved the Department of Arts and Culture’s requested budget enhancements
16 for the CFS program; and

17 **WHEREAS**, Fulton County has the financial ability to support additional
18 funding for the CFS program stemming from its practice of over estimating funding
19 requirements placed in non-agency contingencies, which often results in under-
20 runs in actual yearly expenditures; and

21 **WHEREAS**, the Board of Commissioners finds it to be in the best interests
22 of its residents to utilize a portion of the funds in Non-Agency and to utilize any
23 underruns that may occur in the 2025 budget to increase the Department of Arts

1 and Culture’s FY2025 budget by \$1,700,000.00 to fund the CFS Program.

2 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of
3 Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d) and Fulton County
4 Code § 2-261, the Non-Agency line shall be reduced by \$1,700,000.00 and the
5 budget of the Department of Arts and Culture shall be increased by \$1,700,000.00
6 to fund the Contracts for Services (CFS) Program to maintain the level of services
7 provided in FY2024 and recent years.

8 **BE IT FURTHER RESOLVED**, that the Finance Department is directed to
9 identify the appropriate funding lines for effectuating such transfers and place the
10 resulting budget soundings item on the agenda of the next Board of
11 Commissioners meeting for approval.

12 **BE IT FURTHER RESOLVED THAT** all resolutions or parts thereof in
13 conflict herewith are hereby repealed.

14 **SO PASSED AND ADOPTED**, this 5th day of February, 2025.

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FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

Dana Barrett, Commissioner
District 3

Co-Sponsored by:

Marvin S. Arrington, Jr., Commissioner
District 5

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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.: 25-0139

Meeting Date: 2/19/2025

Department

External Affairs

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

Presentation: 2025 State Legislative Session Update.

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

Request 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?

No

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

Scope of Work: Presentation of 2025 State Legislative Session Update

Community Impact:

Department Recommendation:

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 25-0139

Meeting Date: 2/19/2025

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a



**FULTON
COUNTY**

Fulton County Board of Commissioners
February 19, 2025

2025 Legislative
Session Update

Legislative Session Overview

- The House of Representatives passed the Amended Fiscal Year 2025 budget ([HB 67](#)) on Thursday, February 6. The bill now moves to the Senate Appropriations Committee.
 - \$5.75 million for statewide NextGen 911 funding was included in the House Version.
- House Appropriations Subcommittees will begin reviewing the Fiscal Year 2026 ([HB 68](#)) budget.
 - We will continue monitoring Georgia Department of Behavioral Health and Developmental Disabilities budget presentations.

Fulton County Delegation Updates

- The Joint Fulton County Delegation held a meeting on Thursday, February 13 . State and Magistrate Court representatives were invited to present during this meeting.
- The next meeting will be on Friday, February 21 at 3 p.m. in CAP 216.
- An updated meeting schedule has been shared with the BOC and Legislative Liaisons.

Resources for Superior Court Judges & Judicial Officers

Resources for State Court Judges

Support for State Funding for Behavioral Health Resources

Online Publication of Legal Notices

Transit Board Representation

Amendment to Fulton County Housing Authority

Resident Commissioner Requirements

Support for Legislative Proposals for Child Attorneys

Clarification of Purchasing Powers for Constitutional Officers

Premises Liability Reform

Next Generation 911

Support for Medicaid Expansion

Change Personal Property and Freeport Return Dates

Authorize Digital Court Reporting

Raise Highschool Dropout Age (Youth Commission)



**FULTON
COUNTY**

2025

**State Legislative
Agenda**

Primary Policy Priority: Judicial Resources – Superior Court

Fulton County seeks approval of local legislation to authorize Superior Court judicial officers to handle non-serious felony and civil cases by assignment of the Chief Judge. Increasing the authority of judicial officers, who currently handle only family law cases, will create greater efficiency with the case management process.

STATUS: Finalizing sponsors and drafting legislation

Primary Policy Priority: Judicial Resources – Additional State Court Judges

Fulton County seeks the allocation of two additional State Court judges, increasing the Court from 10 to 12 judges.

- Lobbying Team is securing delegation sponsors.
- County Attorney's office is on standby for legal notices.

STATUS: Finalizing sponsors and drafting legislation

Primary Policy Priority: Ongoing State Investment – Behavioral Health

Fulton County seeks ongoing state funding for Behavioral Health beds, as recommended in the 2023 Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) bed study. This includes:

- Additional funding for Behavioral Health Crisis Centers
 - Monitoring DBHDD proposed budget.
- Increased availability of mental health beds for justice-involved individuals.
 - Monitoring proposed budget for DBHDD and Georgia Department of Corrections.

Presenting to Delegation on February 28

Premises Liability Reform

Senate Bill 68: Comprehensive Tort Reform Package that includes Reevaluating the Standard for Negligent Security Liability ([Premises Liability](#)):

- Sponsors: Senators Kennedy of the 18th, Gooch of the 51st, Robertson of the 29th, Anavitarte of the 31st, Walker III of the 20th and others
- Committee: Senate Judiciary Committee
- Summary:
 - Ensures businesses are held accountable only for what they directly control.
 - If enacted, the law would hold property owners liable for failing to keep their property safe for customers and the public.
 - Protects businesses from liability simply for operating and employing Georgians in communities.

Policy Position: Raise High School Drop Out Age (Youth Commission)

The Fulton County Youth Commission supports legislation to raise the high school dropout age by revising O.C.G.A. §20-2-690.1 to require school attendance for students between their 16th and 17th birthdays.

- Youth Commission Day at the Capitol is on Wednesday, February 19, hosted by Liberty County.
- The Fulton County Board of Education Delegation will host a mock hearing at 3:30 p.m. - 4:30 p.m. in Capitol Room 216
 - Resolution of support will be introduced in the House of Representatives by Chair, Rep. Lydia Glaize

House Bill 92: [HB 581 Clean-Up](#)

- Sponsors: Representatives Blackmon of the 146th, Kelley of the 16th, Williams of the 148th, Erwin of the 32nd, Washburn of the 144th, and others
- Status: House Ways & Means Committee Favorably Reported By Substitute
- Summary:
 - Opt-Out Deadline Extension: Local governments now have until March 31, 2029 to opt out of HB 581 (2024). Opt-out takes effect for the tax year if the procedure is completed by March 31.
 - Floating Homestead Exemption: Applies to homestead and up to 5 acres of surrounding land.
 - Surviving Spouse Clause: Surviving spouses may continue the exemption without reapplication.
 - Homestead Exemption Filing Window: Property owners can file for exemption during the 45-day appeal window, regardless of appeal status.
 - Rollback Rate Requirement: Estimated rollback rate must be provided to tax assessors and tax commissioners by March 31.
 - Failure to Submit Rollback Rate: If not submitted, a tax estimate will be created using current value and last year's millage rate.
 - DOR Tax Estimate Form: Department of Revenue may create a form for jurisdictions wishing to provide a tax estimate.
 - Effective Date: The legislation becomes effective upon the Governor's signature.

Senate Bill 7: Jails; certain municipal corporations make municipal detention facilities or jails available for use by a sheriff; require

- Sponsors: Senators Albers of the 56th, Robertson of the 29th, Beach of the 21st, Still of the 48th, Payne of the 54th and others
- Status: Senate Public Safety Committee Favorably Reported
- Summary: Aims to establish a process for allowing counties access to existing municipal jails under specific conditions, including a fee cap that ensures the charge does not exceed the actual cost incurred by the municipality in operating the detention facility or jail.

Nonpartisan Elections

Bill #/Author	Description	Status
<p>SB 15 by Sen. Ed Setzler: Provide by local legislation for nonpartisan elections for county governing authorities</p>	<p>Authorizes local legislation to establish nonpartisan elections for county governing authorities, judicial offices, local school boards and consolidated governments. It aligns local election procedures with the general rules for nonpartisan elections. For offices already designated for nonpartisan elections, the bill eliminates the need for nonpartisan primaries, allowing these offices to be elected directly in the general primary held in even-numbered years. Additionally, it clarifies that nonpartisan elections for municipal offices will continue to follow the provisions of the municipal charter, separate from county elections.</p>	<p>Referred to Senate Ethics Committee</p>
<p>SB 14 by Sen. Ed Setzler: Nonpartisan election of district attorneys and solicitors-general of state courts</p>	<p>This bill authorizes the General Assembly to provide for the nonpartisan election of district attorneys and solicitors-general of state courts through local legislation. It revises the process for candidacy filings for these offices and other local positions. The bill eliminates the requirement for nonpartisan primaries for these offices, allowing them to be directly elected in the general primary held in even-numbered years. Additionally, it clarifies that nonpartisan elections for municipal offices will continue to follow the provisions of the municipal charter, separate from county elections.</p>	<p>Referred to Senate Ethics Committee</p>

Legislative Calendar ([SR 6](#)) & Events at the State Capitol

- February 19: Legislative Day 19
- February 20: Legislative Day 20
- February 21: Legislative Day 21
- February 24-28: Legislative Days 22-25
 - February 25: Committee Work Day
- March 6: Legislative Day 28 (Crossover Day)
- April 4: Legislative Day 40 (Sine Die)



- Youth Commission Day at the Capitol including the Fulton County Youth Commission Mock Trial on Wednesday, February 19
- Fulton Day at the Capitol on Thursday, February 20
- ACCG Capital Connection Conference on Monday, February 24-Tuesday, February 25
More events included in weekly written reports