

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

April 16, 2025  
10:00 AM



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



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## **A G E N D A**

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**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****25-0275 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.

**25-0276 Board of Commissioners**

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Captain Jakai Braithwaite Appreciation Day." **(Thorne)**  
April 5, 2025

Proclamation recognizing "Association of Black Foundation Executives."  
**(Arrington)**  
April 7, 2025

Proclamation recognizing "Nethra Vani Pai Appreciation Day." **(Thorne)**  
April 10, 2025

Proclamation recognizing "Harlee Butler, Sr. Remembrance Day." **(Pitts)**  
April 12, 2025

Proclamation recognizing "Senior Airman Roger Negale Fortson Remembrance Day." **(Abdur-Rahman)**  
April 15, 2025

**Commissioners' District Board Appointments****25-0277 Board of Commissioners**

RESIDENTIAL CARE FACILITIES FOR THE ELDERLY AUTHORITY OF FULTON COUNTY

Seven (7) directors appointed by the Board of Commissioners for initial terms of 2, 4, and 6 years, and thereafter for staggered terms of six (6) years. In the event of vacancies (RCM January 18, 1989, item #29) the Board of Commissioners shall appoint a person to serve.

Term = 6 years

Term below expired: 12/3/2024  
Vacant **(Thorne)**

**Commissioner Thorne has nominated Kaaryn Walker for a District appointment to a term ending December 3, 2030.**



**25-0278 Board of Commissioners**  
**COMMISSION ON DISABILITY AFFAIRS**

The Commission on Disability Affairs shall consist of a total of sixteen (16) members to serve staggered two (2) year terms and appointed as follows:

Each member of the Board of Commissioners shall appoint two (2) members; one of them said appointees shall have an initial term, of one (1) year; No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Commission for Disability Affairs; The Commission on Disability Affairs shall appoint two (2) members, who receive the consent of the majority of the members of the Commission on Disability Affairs and one (1) of the appointees shall have an initial term of one (1) year.

The Commission on Disability Affairs appointees shall be made for the purpose of maintaining diversity.

Term = Staggered two (2) year terms

Term below expired: 12/31/2023

Vacant (**Ivory**)

**Commissioner Ivory nominated Michael Hopkins for a District appointment to a term ending December 31, 2025.**

**25-0279 Board of Commissioners**  
**FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC)**

One (1) representative will be nominated by each of the Commission Districts for a total of seven (7) members; this includes one representative from District 1, 2, 3, 4, 5, 6, 7. Each representative will serve a two-year term and could be re-appointed to serve additional terms. Notwithstanding the foregoing, no term of any member nominated by a District Commissioner shall extend beyond the term of the District Commissioner who nominates that member.

Term = 2 Years

Term below expired: 12/31/2024

Vacant (**Ivory**)

**Commissioner Ivory has nominated Michael Cortes for a District appointment to a term ending December 31, 2026.**

**25-0280****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

Vacant (**Ivory**)

**Commissioner Ivory has nominated Falatta James for a District appointment to a term ending December 31, 2027.**

**25-0281****Board of Commissioners****FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT**

The Fulton County Citizens Commission on the Environment shall consist of citizens from throughout Fulton County to be appointed by the Members of the Board of Commissioners. There shall be fourteen (14) members to serve on the Commission. In making such appointments, the Fulton County Board of Commissioners shall ensure that the terms of appointment are staggered. Each District Commissioner shall appoint one Commission member to a four (4) year term. Each District Commissioner shall also appoint one Commission member to a two (2) year term to ensure staggered terms. After the expiration of each appointee's initial term, the regular term of office for such an appointee shall be four (4) years. No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Fulton County Citizens Commission on the Environment; however, each member may continue to serve beyond his/her term until replaced. The Appointing member of the Fulton County BOC may remove his/her appointee(s) to this Commission at any time and within the sole discretion of that individual of the Fulton County Board of Commissioners.

Term = 4 Years, staggered

Term below expired: 12/31/2021

Vacant (**Ivory**)

**Commissioner Ivory has nominated Jordan Madden for a District appointment to a term ending December 31, 2025.**

**Open & Responsible Government****25-0282 Finance**

Ratification of March 2025 Grants Activity Report.

**25-0283 Registration & Elections**

Request approval to alter the boundaries of voting precincts to streamline election processes. To enhance the efficiency of the election process, boundary lines for precincts with no assigned voters or those with similar districts are recommended for adjustment to consolidate related precincts. Effective upon BOC approval.

**25-0284 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 2,588 square feet to Fulton County, a political subdivision of the State of Georgia, from 1034 Hammond Drive LLC for the purpose of constructing the 1034 Hammond Drive Project at 1034 Hammond Drive, Sandy Springs, Georgia 30328.

**25-0285 Real Estate and Asset Management**

Request approval of a Water Vault Easement Dedication of 300 square feet to Fulton County, a political subdivision of the State of Georgia, from SUSO 4 Abbotts LP, owner, for the purpose of constructing the Dunkin Donuts - Johns Creek Project at 11605 Jones Bridge Road, Johns Creek, Georgia 30022.

**25-0286 Real Estate and Asset Management**

Request approval of a Water Vault Easement Dedication of 491.5 square feet to Fulton County, a political subdivision of the State of Georgia, from Sergei V. Prokopov and Karina O. Bogdasarova, owner, for the purpose of constructing the Wonderland Pediatric Dentistry Project at 1001 Roswell Manor Circle, Roswell, Georgia 30076.

**25-0287 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 7,748 square feet to Fulton County, a political subdivision of the State of Georgia, from Meritage Homes of Georgia, Inc., individuals, for the purpose of constructing the Harmony Manor Ph I Project at 7255 Hall Road, South Fulton, Georgia 30213.

**25-0288 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and Bridges Alpharetta, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of Fulton County's existing sanitary sewer easement at 4430 Webb Bridge Road, Johns Creek, Georgia 30005.

**Health and Human Services****25-0289 Public Works**

Request approval of a Resolution authorizing the transfer of approximately 14,033 linear feet of Fulton County-owned sanitary sewer pipe and associated appurtenances located within the Deerhaven Subdivision in Union City, Georgia to Union City, Georgia. This transfer will place the ownership and maintenance responsibilities of the sanitary sewer facilities within the Deerhaven Subdivision under the jurisdiction of Union City, Georgia. Effective upon BOC approval.

**25-0290 Community Development**

Request approval of the transfer of ownership of the Delowe Village Apartment property, an affordable 64-unit apartment complex located at 2330-2380 Delowe Drive, East Point, Georgia, from the current owners, Atlanta Neighborhood Development Partnership, Inc. (ANDP) to Delowe Village Partners, LLC, and consenting to the assumption and subordination of a HOME Investment Partnership, Inc. program loan agreement between Fulton County, Georgia and ANDP; to authorize the Chairman or his designee to execute any such assumption and subordination agreements and related documents; to authorize the County Attorney to approve any such assumption and subordination documents as to form and to make any modifications there to prior to execution; and for other purposes.

**Infrastructure and Economic Development****25-0291 Select Fulton**

Request approval to renew an existing contract - Select Fulton - Workforce Development Divisions, 22RFP0121B-PS, Adult and Dislocated Services for Select Fulton in the amount of \$2,060,944.61 with Arbor E&T, LLC dba Equus Workforce Solutions (Equus) (Louisville, KY) to provide adult and dislocated career center services. This action exercises the third of three renewal options. No renewal options remain. Effective July 1, 2025 through June 30, 2026. This contract is 100% grant funded.

**25-0292 Select Fulton**

Request approval to renew an existing contract - Select Fulton - Workforce Development Divisions 22RFP0120B-PS, Youth Services in the amount of \$600,000.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Equus) (Louisville, KY) to provide youth career center services. This action exercises the third of three renewal options. No renewal option remains. Effective dates: July 1, 2025 through June 30, 2026. This contract is 100% grant funded.

**25-0293 Select Fulton**

Request approval to renew an existing contract - Select Fulton - Workforce Development Division, 22RFP0119B-PS, One Stop Operator in the amount of \$112,500.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Equus) (Louisville, KY) to provide the coordination and facilitation of a "One-Stop Operator" service. This action exercises the third of three renewal options. No renewal options remain. Effective dates: July 1, 2025 through June 30, 2026. This contract is 100% grant funded

**Justice and Safety****25-0294 Police**

Request approval of the 2025 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County Police Department, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.

**SECOND REGULAR MEETING AGENDA****25-0295 Board of Commissioners**

Adoption of the Second Regular Meeting Agenda.

**25-0296 Board of Commissioners**

Ratification of Minutes.

Second Regular Meeting Minutes, March 19, 2025

First Regular Meeting Post Agenda Minutes, April 2, 2025

**25-0297 Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing "Holy Innocents Varsity Girls Basketball Championship Appreciation Day." **(Pitts/BOC)**

Proclamation recognizing "Holy Innocents Varsity Boys Basketball Championship Appreciation Day." **(Pitts/BOC)**

Proclamation recognizing "Law Day." **(Ivory/BOC)**

**PUBLIC HEARINGS****25-0298 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.

**COUNTY MANAGER'S ITEMS****Open & Responsible Government****25-0299 County Manager**

Presentation of the Fulton County Operational Report.

**25-0300 Finance**

Presentation, review, and approval of April 16, 2025, Budget Soundings and Resolution.

**25-0301 Information Technology**

Request approval of a recommended proposal - Department of Information Technology (FCIT), 25RFP1351128B-RT, Countywide Audio-Visual Services and Systems in a total amount not to exceed \$1,606,890.48 with (A) AVI Systems, Inc. (Atlanta, GA) in an amount not to exceed \$803,445.24; and (B) Summit Solutionz, Inc. (Norcross, GA) in an amount not to exceed \$803,445.24, to provide Countywide audio-visual systems, equipment, support, and services. Effective upon BOC approval with three renewal options.

**25-0302 Registration & Elections**

Request approval of the lowest responsible bidder - Department of Registration & Elections, 25ITB1337833C-MH, Ballot Printing Services in an amount not to exceed \$251,440.00 with Fort Orange Press, Inc. (Albany, NY), to provide ballot printing services for the election cycles. Effective upon execution of contract through December 31, 2025, with two renewal options.

**25-0303 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 25ITB1336430C-JH, On-Site Door Repair Preventive and Predictive Maintenance Countywide in the total amount not to exceed \$300,000.00 with (A) Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc., (Peachtree Corners, GA) in an amount not to exceed \$195,000.00 and (B) Piedmont Door Automation, LLC (Dawsonville, GA) in an amount not to exceed \$105,000.00, to provide standby on-site door repair and preventive and predictive maintenance services on an "as needed" basis for all Fulton County facilities. Effective upon execution of contracts through December 31, 2025, with two renewal options.

**Arts and Libraries****25-0304 Arts and Culture**

Request approval of a contract between Fulton County and the Chattahoochee Nature Center, Inc. for the purpose of providing funding in the total amount of \$200,000.00 recurring for environmental education programming. The term of the contract is effective upon execution through December 31, 2025.

**25-0305 Arts and Culture**

Request approval of a Contract between Fulton County and the Bear Creek Nature Center, Inc. for the purpose of providing funding in the total amount of \$200,000.00 recurring for environmental education programming. The term of the Contract is effective upon execution through December 31, 2025.

**25-0306 Arts and Culture**

Request approval of a contract between Fulton County and Hammonds House, Inc. for the purpose of providing funding in the total amount of \$200,000.00 recurring for environmental education programming. The term of the contract is effective upon execution through December 31, 2025.

**25-0307 Arts and Culture**

Request approval of a contract between Fulton County, Georgia and The Arts Center, Inc., a Georgia non-profit corporation, for the purpose of providing funding in the amount of \$200,000.00 for the operation and management of the current arts and culture programs based at 6290 Abbotts Bridge Road, Johns Creek, Georgia 30097 as well as to provide a Multicultural Performing Arts Center feasibility study and expanded operational programming. The term of the contract is effective upon execution through December 31, 2025.



**25-0308 Arts and Culture**

Request approval of a contract between Fulton County, Georgia and The National Black Arts Festival, Inc., a Georgia non-profit corporation, for the purpose of providing funding in the amount of \$200,000.00 to provide expanded operational resources as well as educational and arts-related services to the citizens of Fulton County. The term of the contract is effective upon execution through December 31, 2025.

**Health and Human Services****25-0309 Public Works**

Request approval to extend an existing contract - Public Works Department, 22ITB136410K-BKJ, Pine Valley Phase 2A Interceptor Sewer Replacement, for "time only" with Wade Coots Company, Inc., (Austell, GA) to provide all labor, material and equipment to remove and replace approximately 4,062 feet of 30" to 48" RCP gravity sewer pipe with 54" HOBAS fiberglass pipe and epoxy coated precast concrete manholes at no additional cost. Effective upon BOC approval through June 30, 2025.

**25-0310 Behavioral Health and Developmental Disabilities**

Request approval to amend an existing contract - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC (C), Fulton County Behavioral Health Network with The Summit Counseling Center, Inc. (Johns Creek, GA) in an amount not to exceed \$433,928.00, to provide School Based Mental Health Services to 28 Fulton County Schools. Effective upon BOC approval.

**Infrastructure and Economic Development****25-0311 Public Works**

Request approval of a Non-Federal Reimbursable Agreement between the Federal Aviation Administration (FAA) and Fulton County to allow the FAA to conduct a siting study and design review of the Runway 08/26 Localizer and MALSR systems in the amount of \$87,181.92. Effective upon execution of the Agreement by both the FAA and Board of Commissioners, via the Chairman. The County Attorney is authorized to approve this Agreement as to form and to make changes thereto prior to execution by the Chairman.

**Justice and Safety****25-0312 Sheriff**

Request approval of the 2025 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County Sheriff Office, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.



**COMMISSIONERS' ACTION ITEMS****25-0216 Board of Commissioners**

Request approval of a Resolution consenting to and ratifying the use of existing Fulton County Ad Valorem Property Tax Increment for three (3) projects located in Westside Tax Allocation District 1 - Atlanta/Westside. The 3 projects include (1) an allocation not to exceed \$260,000.00 to aid in the redevelopment of a multifamily building in the English Avenue neighborhood located at 471 English Avenue, N.W., Atlanta, Georgia 30318; (2) an allocation not to exceed \$3,500,000.00 to aid in the stabilization, historic preservation and conversion of vacant property located at 143 Alabama Street, SW, Atlanta, Georgia 30330; and (3) an allocation not to exceed \$400,000.00 to provide three new construction and one redeveloped single-family homes within the English Avenue and Vine City communities by the Westside Future Fund. **(Barrett) (HELD ON 3/19/25 AND 4/2/25)**

**25-0269 Board of Commissioners**

Request approval of a Resolution approving an Agreement between Fulton County Georgia, the Fulton County Tax Commissioner, and the City of Atlanta, Georgia to provide Judicial in Rem Tax Foreclosure Services concerning Municipal Code Enforcement Liens; authorizing the Chairman to execute the Agreement; authorizing the County Attorney to approve the Agreement as to form and to make modifications thereto prior to execution by the Chairman; and for other purposes. **(Pitts) (HELD ON 4/2/25)**

**25-0313 Board of Commissioners**

Request approval of a Resolution to repeal and replace the Code of Resolutions, Subpart B, Article II, Employee Organizations, Sections 154-36 through 154-44 of the Fulton County Code of Laws, to streamline recognition of employee organizations; and for other purposes. **(Pitts)**

**25-0314 Board of Commissioners**

Request approval of a Resolution authorizing the implementation of a pilot program for the reimbursement of child care expenses. **(Pitts)**

**25-0315 Board of Commissioners**

Request approval of a Resolution expanding the Adult Day Health Program provided by Fulton County's Department of Senior Services to be accessible to employees; and for other purposes. **(Pitts)**

**COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS****Open & Responsible Government****25-0316 External Affairs**

Presentation: 2025 State Legislative Session Update.

**COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS****25-0317 Board of Commissioners**

Discussion and approval of Payroll Deductions for Employee Organizations **(Pitts)**

**25-0318 Board of Commissioners**

Discussion: Tax Assessment and Billing Update **(Ellis)**

**25-0319 Board of Commissioners**

Discussion: Library Parking **(Ellis)**

**25-0320 Board of Commissioners**

Discussion: Clerk of Court Passport Fees: Disclosure and Reporting **(Ellis)**

**EXECUTIVE SESSION****25-0321 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

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**Agenda Item No.:** 25-0276

**Meeting Date:** 4/16/2025

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Captain Jakai Braithwaite Appreciation Day." **(Thorne)**  
April 5, 2025

Proclamation recognizing "Association of Black Foundation Executives." **(Arrington)**  
April 7, 2025

Proclamation recognizing "Nethra Vani Pai Appreciation Day." **(Thorne)**  
April 10, 2025

Proclamation recognizing "Harlee Butler, Sr. Remembrance Day." **(Pitts)**  
April 12, 2025

Proclamation recognizing "Senior Airman Roger Negale Fortson Remembrance Day."  
**(Abdur-Rahman)**  
April 15, 2025





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0282

**Meeting Date:** 4/16/2025

### Department

Finance

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

Ratification of March 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)*

Choose an item.

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

### Summary & Background

The Fulton County March 2025 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period March 1, 2025 - March 31, 2025.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 1 (\$3,848,413.63 + \$241,976.59 Cash Match)

- Applications Awarded:   2   (\$43,569.20 + \$0 Cash Match)

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

- Justice and Safety
- Health and Human Services
- Infrastructure and Economic Development

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

- Total Applications Submitted/Pending:   17   (\$114,187,435.63 + \$258,696.59 Cash Match)
- Total Applications Awarded:   4   (\$64,569.12 + \$0 Cash Match)
- Total Grant Applications Denied:   0   (\$0 + No Cash Match)

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



# **FULTON COUNTY FY2025 GRANTS ACTIVITY REPORT March 2025**

Presented to:  
Fulton County Board of Commissioners  
Wednesday, April 16, 2025  
Second Meeting

*Provided by: Fulton County Finance Department, Grants Administration Division*





# Exhibit 1: Board Grants Ratification Summary

## Grants Submitted and/or Awarded March 1, 2025 - March 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 March 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 March 1, 2025 Through March 28, 2025 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
<b>JUSTICE AND SAFETY</b>							
Medical Examiner	Georgia Department of Public Health	Toxicology Funding	Request approval to accept a repeat grant from the Georgia Department of Public Health in the amount of \$30,800.00. Funds will support the Overdose Data to Action Program, which is a U.S. Centers for Disease Control and Prevention tool that assists jurisdictions in collecting high quality, comprehensive and timely data on nonfatal and fatal overdoses. This resource will allow the Department to conduct up to 363 toxicology tests on suspected unintentional drug overdose deaths in Fulton County.  No County Cash Match	\$ 30,800.00	\$ -	Awarded	\$ 24,920.00
			<b>Subtotal:</b>	<b>\$ 30,800.00</b>	<b>\$ -</b>		
<b>HEALTH AND HUMAN SERVICES</b>							
Senior Services	Atlanta Regional Commission	Atlanta Regional Commission (ARC) Aging and Independence Services	Request approval to apply and accept a repeat grant from the Atlanta Regional Commission in the amount of \$3,848,413.63. Funding will be used to support Senior Services and provisions of the Older American Act, which provides the planning and coordination of aging services that include managing the Neighborhood Senior Centers, Home Delivered Meals, Congregate Meals, Case Management Services, Volunteer Services and In-Home Services, which includes Personal Care, Homemaker and Respite Services for Fulton County Citizens aged 60 and above. The grant requires a cash match of \$241,976.59, which is within the Department's FY25 budget.  Cash Match: \$241,976.59	\$3,848,413.63	\$ 241,976.59	Pending	\$ 3,836,009.47
			<b>Subtotal:</b>	<b>\$ 3,848,413.63</b>	<b>\$ 241,976.59</b>		
<b>ARTS AND LIBRARIES</b>							
<b>INFRASTRUCTURE AND ECONOMIC DEVELOPMENT</b>							
Public Works	Georgia Department of Transportation	Local Road Assistance Administration Program	Request approval to accept a repeat grant from the Georgia Department of Transportation in the amount of \$12,769.12. Funding will be used for the upgrade of the traffic signal at the intersection of Fulton Industrial Boulevard and Aviation Circle within unincorporated Fulton County.  No County Cash Match	\$ 12,769.12	\$ -	Awarded	\$ 17,330.05
			<b>Subtotal:</b>	<b>\$ 12,769.12</b>	<b>\$ -</b>		
<b>OPEN AND RESPONSIBLE GOVERNMENT</b>							
<b>REGIONAL LEADERSHIP</b>							
			<b>TOTAL:</b>	<b>\$ 3,891,982.75</b>	<b>\$ 241,976.59</b>		



## Exhibit 2: All Grants Activity

Cumulative Through March 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 March 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: 3/1/2025-3/31/2025	Current Period Funds: 3/1/2025-3/31/2025	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	16	\$ 110,339,022.00	1	\$ 3,848,413.63	17	\$ 114,187,435.63
Grants Awarded**/**	2	\$ 21,000.00	2	\$ 43,569.12	4	\$ 64,569.12
Grants Denied	0	\$ -	0	\$ -	0	\$ -
Cash Match Requested-2025	-	\$ 16,720.00	-	\$ 241,976.59	-	\$ 258,696.59
<b>Total:</b>	<b>18</b>	<b>\$ 110,376,742.00</b>	<b>3</b>	<b>\$ 4,133,959.34</b>	<b>21</b>	<b>\$ 114,510,701.34</b>

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 3/1/2025-3/31/2025	Current Period Funds: 3/1/2025-3/31/2025	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	0	\$ -	0	\$ -	0	\$ -
Renewal/Repeat Grant Awards	2	\$ 21,000.00	2	\$ 43,569.12	4	\$ 64,569.12
<b>Total:</b>	<b>2</b>	<b>\$ 21,000.00</b>	<b>2</b>	<b>\$ 43,569.12</b>	<b>4</b>	<b>\$ 64,569.12</b>

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 3/1/2025-3/31/2025	Current Period Funds: 3/1/2025-3/31/2025	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards*	1	\$ -	0	\$ -	1	\$ -
Formula Grant Awards^^	1	\$ 21,000.00	2	\$ 43,569.12	3	\$ 64,569.12
<b>Total:</b>	<b>2</b>	<b>\$ 21,000.00</b>	<b>2</b>	<b>\$ 43,569.12</b>	<b>4</b>	<b>\$ 64,569.12</b>

^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.

\*Competitive Grants Awards is blank due to the grant being approved, but the award amount is reimbursable and contingent upon a natural or man-made disaster.

\*\*\*There was an adjustment made of \$1,000.00 for the total grant awarded amount





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0283

**Meeting Date:** 4/16/2025

### Department

Registration & Elections

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

Request approval to alter the boundaries of voting precincts to streamline election processes. To enhance the efficiency of the election process, boundary lines for precincts with no assigned voters or those with similar districts are recommended for adjustment to consolidate related precincts. Effective upon BOC approval.

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

This Agenda item is presented pursuant to O.C.G.A. 21-2-261 and 21-2-262(d) of the Georgia Election Code.

21-2-261 a) The superintendent of a county or the governing authority of a municipality may, as provided in Code Section 21-2-262 , divide or redivide any precinct in that county or municipality into two or more precincts of compact and contiguous territory, or alter the bounds of any precinct in that county or municipality, or form a precinct out of two or more adjoining precincts or parts of precincts in that county or municipality, or consolidate adjoining precincts in that county or municipality, so as to suit the convenience of the electors and to promote the public interests.

21-2-262 (d) In any county having a population of more than 250,000 according to the United States decennial census of 1970 or any such future census, the powers and duties conferred upon the superintendent by this Code section and Code Sections 21-2-261 and 21-2-261.1 shall be exercised and performed by the governing authority of the county.

### 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:** To enhance the efficiency of the election process, boundary lines for precincts with no assigned voters or those with similar districts are recommended for adjustment to consolidate related precincts. This change aims to reduce costs associated with emergency ballot printing, streamline equipment programming, and optimize voter roll management. Additionally, the department conducted a thorough review of voting locations in relation to voter residences to ensure convenience, while also confirming that polling locations could adequately accommodate the assigned voters. The revised precinct boundaries were submitted to GIS for validation and to create accurate precinct maps.

**Scope of Work:** The scope of work involved reviewing and adjusting precinct boundary lines to consolidate similar districts and eliminate precincts with no assigned voters. This included assessing voting locations to ensure they are conveniently located and can accommodate the assigned voters. The revised boundaries were submitted to Fulton County GIS for verification and creation of updated precinct maps. Additionally, all impacted Municipalities and County Commission Districts were forwarded the updated maps for review.

**Community Impact:** By ensuring voting locations are conveniently located and can adequately accommodate voters, this initiative promotes greater accessibility and convenience for the community. Ultimately, these changes will streamline the voting experience, reduce delays, and foster greater voter participation, benefiting the entire community during future elections.

**Department Recommendation:** Department of Registration & Elections requests approval.

**Project Implications:** The implementation of revised precinct boundaries will require updates to election-related systems, including equipment programming, labeling, documents, and voter roll management, to ensure smooth execution.

**Community Issues/Concerns:** Effective communication and outreach will be necessary to ensure that all impacted voters are informed of their polling location and/or precinct changes before the next election.

**Department Issues/Concerns:** The department will need to ensure all necessary updates to voter rolls, equipment programming, and precinct maps are completed accurately and on time.

**Fiscal Impact / Funding Source:** N/A

**Exhibits Attached:**

Exhibit 1: Precinct/ Location Changes and Maps

**Contact Information:**

Nadine Williams, Director, Registration and Elections, 404-612-3130





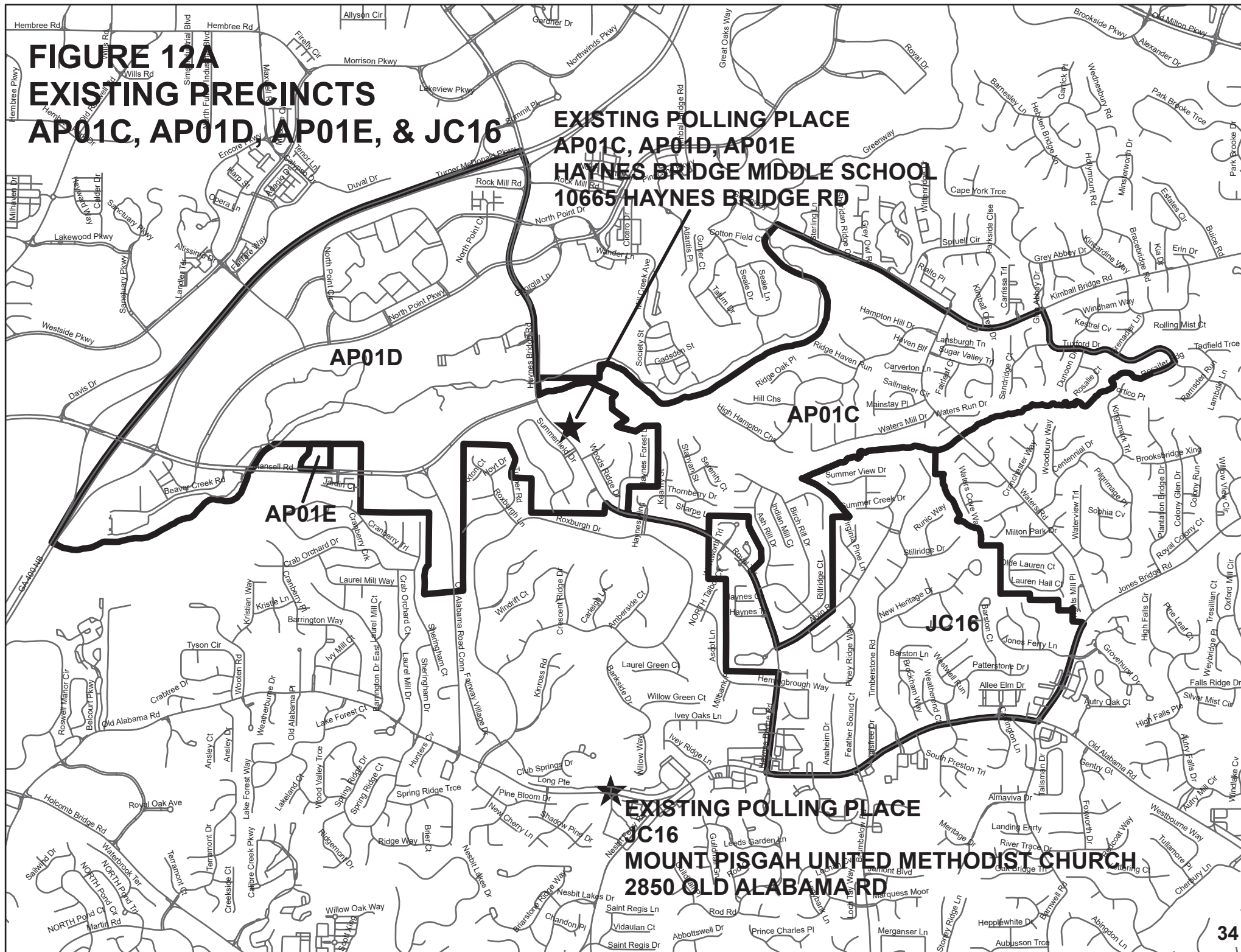
Proposal #	Old Polling Location	Old Address	Old Precinct	Active Voters to Move	Merged To	New Polling Location	New Address
12.25	HAYNES BRIDGE MIDDLE	10665 HAYNES BRIDGE ROAD	AP01E	0	AP01D	HAYNES BRIDGE MIDDLE	10665 HAYNES BRIDGE ROAD
19.25	SAINT LUKE'S EPISCOPAL CHURCH	435 PEACHTREE STREET NE	05F	51	05D	SAINT LUKES EPISCOPAL CHURCH	435 PEACHTREE STREET NE
19.25	DAVID T. HOWARD MIDDLE SCHOOL	551 JOHN WESLEY DOBBS AVE	05J	587	05D	SAINT LUKES EPISCOPAL CHURCH	435 PEACHTREE STREET NE
20.25	ALPHARETTA ELEMENTARY	192 MAYFIELD ROAD	AP07B	888	AP07A	MANNING OAKS ELEMENTARY	405 CUMMING STREET
20.25	ALPHARETTA HIGH SCHOOL	3595 WEBB BRIDGE ROAD	AP12D	1	AP07A	MANNING OAKS ELEMENTARY	405 CUMMING STREET
21.25	HILLSIDE ELEMENTARY SCHOOL	9250 SCOTT ROAD	RW22A	3108	RW20	EAST ROSWELL BRANCH LIBRARY	2301 HOLCOMB BRIDGE ROAD
21.25	HILLSIDE ELEMENTARY SCHOOL	9250 SCOTT ROAD	RW22B	0	RW20	EAST ROSWELL BRANCH LIBRARY	2301 HOLCOMB BRIDGE ROAD
21.25	HILLSIDE ELEMENTARY SCHOOL	9250 SCOTT ROAD	RW22C	0	RW20	EAST ROSWELL BRANCH LIBRARY	2301 HOLCOMB BRIDGE ROAD
22.25	SANDTOWN MIDDLE SCHOOL	5400 CAMPBELLTON ROAD SW	SC16B	2090	SC32	SOUTHWEST ARTS CENTER	915 NEW HOPE RD SW
22.25	SANDTOWN MIDDLE SCHOOL	5400 CAMPBELLTON ROAD SW	SC33	13	SC32	SOUTHWEST ARTS CENTER	915 NEW HOPE RD SW
23.25	SANDTOWN MIDDLE SCHOOL	5400 CAMPBELLTON ROAD SW	SC16A	2502	SC31	SANDTOWN MIDDLE SCHOOL	5400 CAMPBELLTON ROAD SW
24.25	CAMP TRUITT SENIOR CENTER	4320 HERSCHEL ROAD	CP052	22	CP084	TRACEY WYATT COMMUNITY CENTER	2300 GODBY ROAD
25.25	LIBERTY BAPTIST CHURCH	395 CHAMBERLAIN STREET SE	01i	5	01H	LIBERTY BAPTIST CHURCH	395 CHAMBERLAIN STREET SE
26.25	ANTIOCH BAPTIST CHURCH FAMILY CENTER	540 CAMERON M. ALEXANDER BLVD	03P1B	2	03P2	ANTIOCH BAPTIST CHURCH FAMILY CENTER	540 CAMERON M. ALEXANDER BLVD

Proposal #	Old Polling Location	Old Address	Old Precinct	Active Voters to Move	Merged To	New Polling Location	New Address
27.25	SOUTHWEST ATLANTA CHRISTIAN ACADEMY	3911 CAMPBELLTON ROAD	11B2	80	11B3	SOUTHWEST ATLANTA CHRISTIAN ACADEMY	3911 CAMPBELLTON ROAD
28.25	ROSWELL LIBRARY	115 NORCROSS STREET	RW11B	2	RW11A	ROSWELL LIBRARY	115 NORCROSS STREET
29.25	CHATTAHOOCHEE HILLS CITY HALL	6505 RICO ROAD	CH01A	2	CH01	CHATTAHOOCHEE HILLS CITY HALL	6505 RICO ROAD
29.25	CHATTAHOOCHEE HILLS CITY HALL	6505 RICO ROAD	CH02A	59	CH02	CHATTAHOOCHEE HILLS CITY HALL	6505 RICO ROAD
30.25	JOHNS CREEK ENVIRONMENTAL CAMPUS	8100 HOLCOMB BRIDGE ROAD	RW21	136	RW21A	JOHNS CREEK ENVIRONMENTAL CAMPUS	8100 HOLCOMB BRIDGE ROAD
31.25	CREEKSIDE HIGH SCHOOL	7405 HERNDON ROAD	SC07E	1740	SC07A	CREEKSIDE HIGH SCHOOL	7405 HERNDON ROAD
32.25	CLIFTONDALE CHURCH	4095 STONEWALL TELL ROAD	SC05J	34	SC05H	CLIFTONDALE CHURCH	4095 STONEWALL TELL ROAD
33.25	GLADYS DENNARD AT SOUTH FULTON LIBRARY	4055 FLAT SHOALS ROAD	SC08H	3	SC08G	GLADYS DENNARD AT SOUTH FULTON LIBRARY	4055 FLAT SHOALS ROAD
33.25	GLADYS DENNARD AT SOUTH FULTON LIBRARY	4055 FLAT SHOALS ROAD	SC29B	0	SC08B	GLADYS DENNARD AT SOUTH FULTON LIBRARY	4055 FLAT SHOALS ROAD
34.25	HAMMOND PARK GYM	705 HAMMOND DRIVE NE	SS08F	69	SS08E	HAMMOND PARK GYM	705 HAMMOND DRIVE NE
35.25	WOODLAND ELEMENTARY	1130 SPALDING DRIVE	SS29B	3	SS29C	NORTH FULTON ANNEX	7741 ROSWELL ROAD
36.25	FELDWOOD ELEMENTARY	5790 FELDWOOD ROAD	UC01D	3	UC01A	GLADYS DENNARD AT SOUTH FULTON LIBRARY	4055 FLAT SHOALS ROAD
37.25	ETRIS COMMUNITY CENTER	5285 LAKESIDE DRIVE	UC02B	15	UC02F	ETRIS COMMUNITY CENTER	5285 LAKESIDE DRIVE
38.25	CHRISTIAN CITY WELCOME CENTER	7345 RED OAK ROAD	UC032	469	UC031	CHRISTIAN CITY WELCOME CENTER	7345 RED OAK ROAD

Proposal #	Old Polling Location	Old Address	Old Precinct	Active Voters to Move	Merged To	New Polling Location	New Address
38.25	CHRISTIAN CITY WELCOME CENTER	7345 RED OAK ROAD	UC035	8	UC031	CHRISTIAN CITY WELCOME CENTER	7345 RED OAK ROAD
39.25	CAMP TRUITT SENIOR CENTER	4320 HERSCHEL ROAD	CP051	56	CP05C	CAMP TRUITT SENIOR CENTER	4320 HERSCHEL ROAD
39.25	CAMP TRUITT SENIOR CENTER	4320 HERSCHEL ROAD	CP07E	82	CP05C	CAMP TRUITT SENIOR CENTER	4320 HERSCHEL ROAD
39.25	CAMP TRUITT SENIOR CENTER	4320 HERSCHEL ROAD	CP07F	248	CP05C	CAMP TRUITT SENIOR CENTER	4320 HERSCHEL ROAD
40.25	COLLEGE PARK AUDITORIUM	3631 MAIN STREET	CP04B	32	CP07B	CAMP TRUITT SENIOR CENTER	4320 HERSCHEL ROAD
41.25	WOODLAND MIDDLE SCHOOL	2745 STONE ROAD	EP03D	26	EP03C	ST STEPHEN MISSIONARY BAPTIST CHURCH	2670 HOGAN ROAD
47.25	CEDAR GROVE CHURCH OF CHRIST	9100 CLARK ROAD	SC04	1176	SC13	CEDAR GROVE CHURCH OF CHRIST	9100 CLARK ROAD
47.25	LANGSTON HUGHES HIGH SCHOOL	7510 HALL ROAD	SC05F	0	SC13	CEDAR GROVE CHURCH OF CHRIST	9100 CLARK ROAD
48.25	WILLIAM WALKER RECREATION CENTER	2405 FAIRBURN ROAD	11C4	0	10B1	WEST MANOR PARK – AF RECREATION CENTER	3240 WEST MANOR CIRCLE
49.25	ROSEL FANN RECREATION CENTER	365 CLEVELAND AVENUE	12.E.2	0	01S	DOBBS ELEMENTARY SCHOOL	2025 JONESBORO ROAD SE
50.25	CLIFTONDALE CHURCH	4095 STONEWALL TELL ROAD	SC07B	0	SC07D	CLIFTONDALE CHURCH	4095 STONEWALL TELL ROAD
51.25	GLADYS DENNARD AT SOUTH FULTON LIBRARY	4055 FLAT SHOALS ROAD	SC08L	0	SC17B	WELCOME ALL RECREATION CENTER	4255 WILL LEE ROAD
52.24	LANGSTON HUGHES HIGH SCHOOL	7510 HALL ROAD	SC13B	0	SC07A	CREEKSIDE HIGH SCHOOL	7405 HERNDON ROAD
53.24	EVELYN LOWERY LIBRARY AT CASCADE	3665 CASCADE ROAD	SC14B	0	SC32	SOUTHWEST ARTS CENTER	915 NEW HOPE RD SW

Proposal #	Old Polling Location	Old Address	Old Precinct	Active Voters to Move	Merged To	New Polling Location	New Address
54.24	CHRISTIAN CITY WELCOME CENTER	7345 RED OAK ROAD	SC21A	0	SC07C	OAKLEY ELEMENTARY	7220 OAKLEY TERRACE

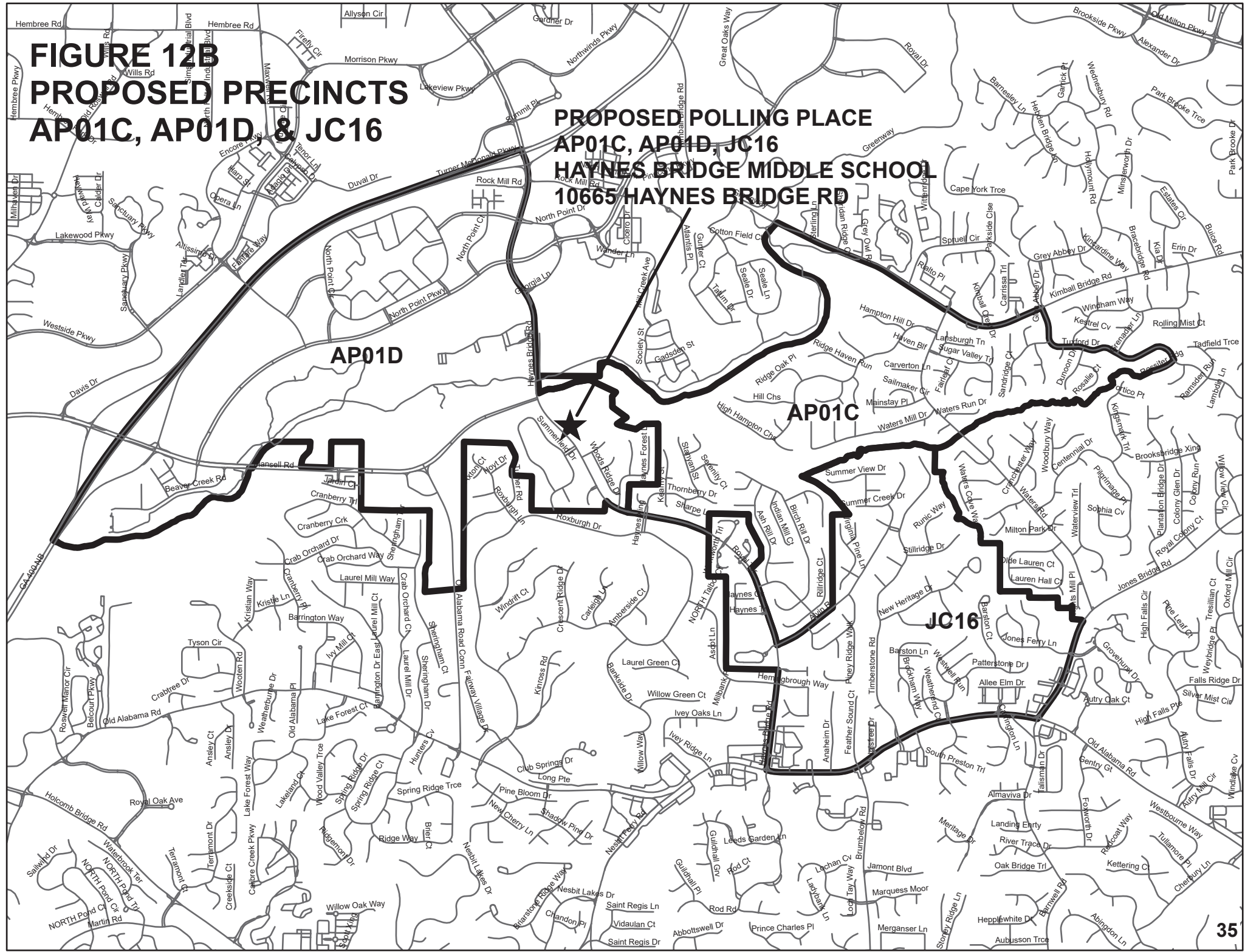
**FIGURE 12A**  
**EXISTING PRECINCTS**  
**AP01C, AP01D, AP01E, & JC16**





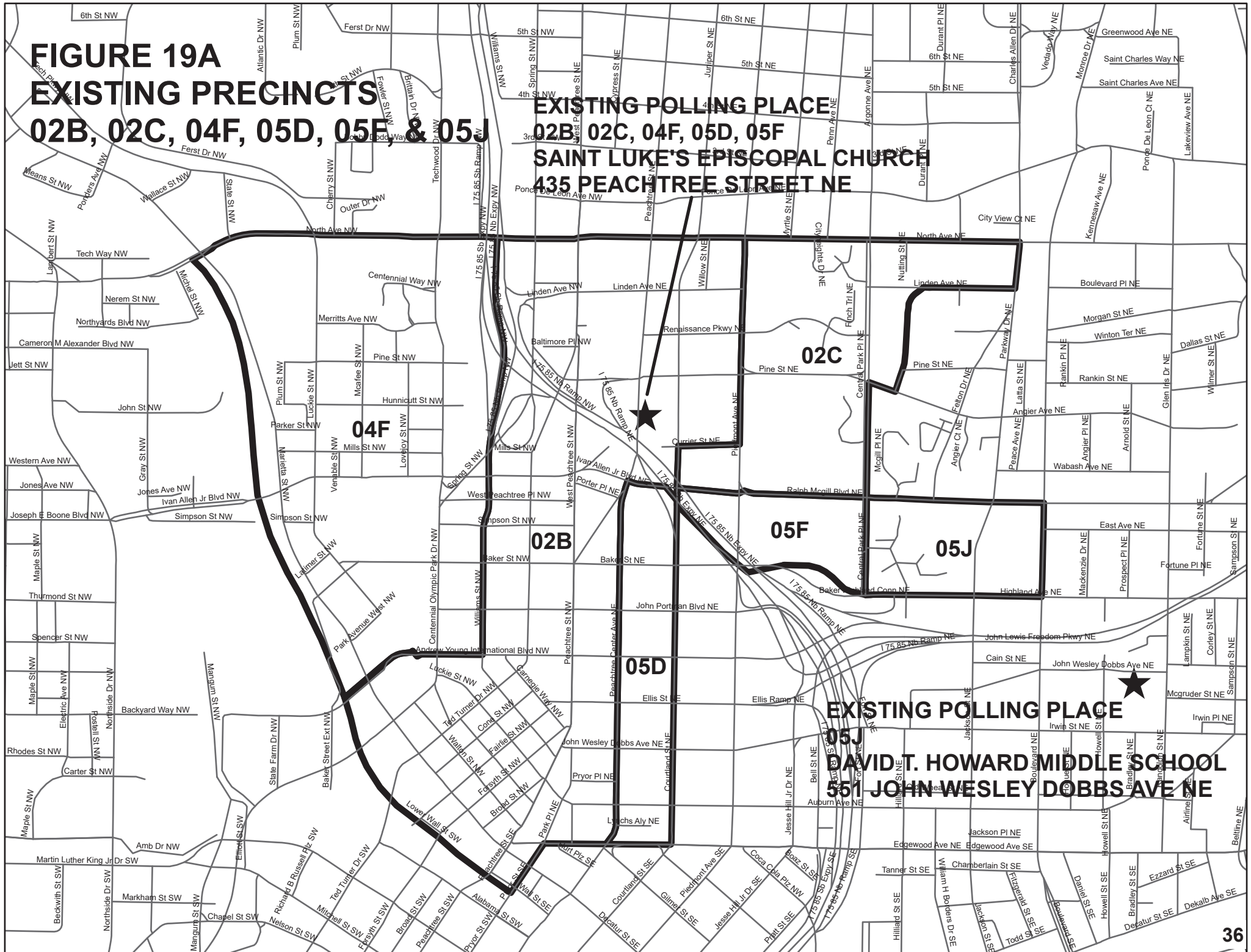
**FIGURE 12B**  
**PROPOSED PRECINCTS**  
**AP01C, AP01D, & JC16**

**PROPOSED POLLING PLACE**  
**AP01C, AP01D, JC16**  
**HAYNES BRIDGE MIDDLE SCHOOL**  
**10665 HAYNES BRIDGE RD**



# FIGURE 19A EXISTING PRECINCTS 02B, 02C, 04F, 05D, 05F, & 05J

EXISTING POLLING PLACE  
02B, 02C, 04F, 05D, 05F  
SAINT LUKE'S EPISCOPAL CHURCH  
435 PEACHTREE STREET NE

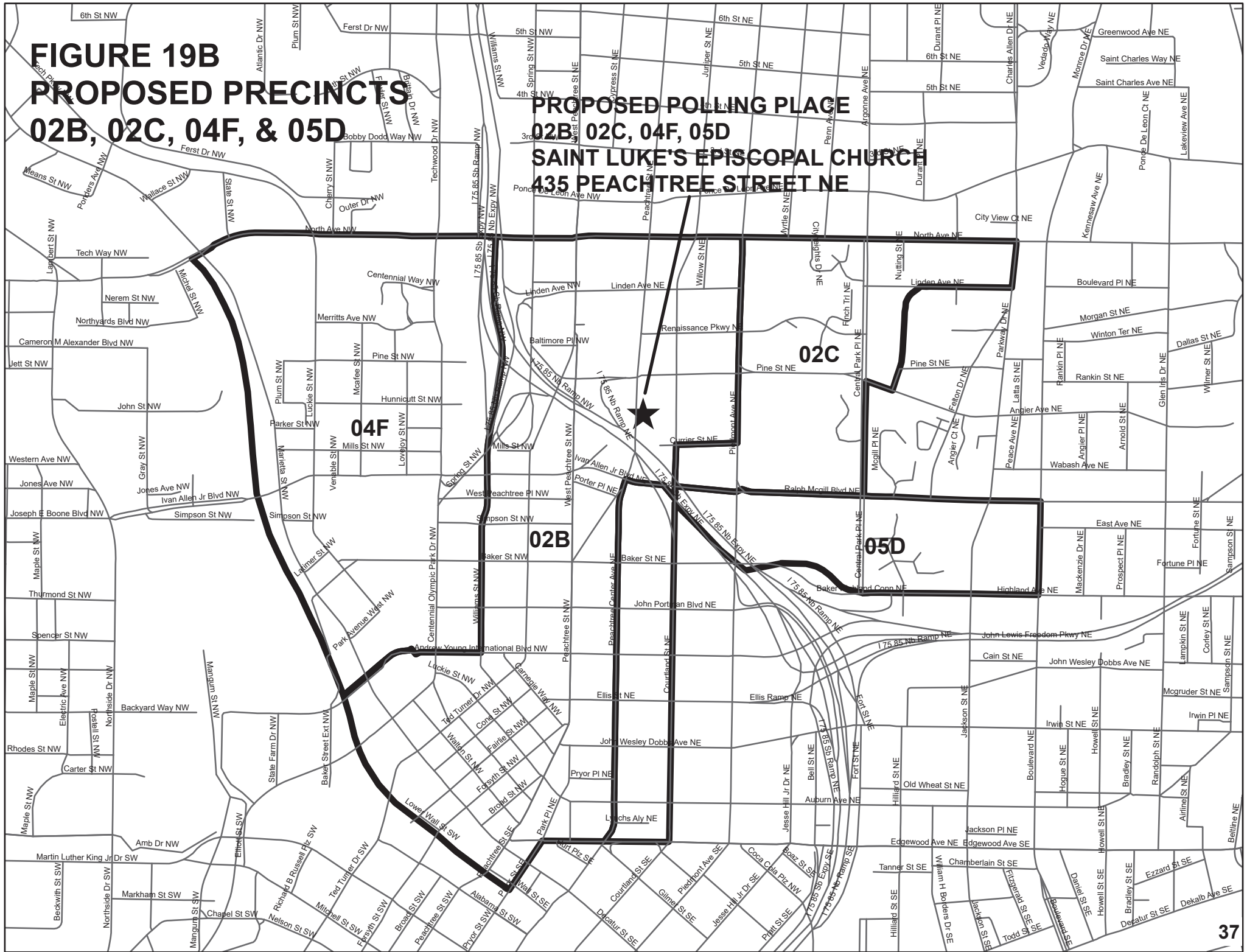


EXISTING POLLING PLACE  
05J  
DAVID T. HOWARD MIDDLE SCHOOL  
551 JOHN WESLEY DOBBS AVE NE



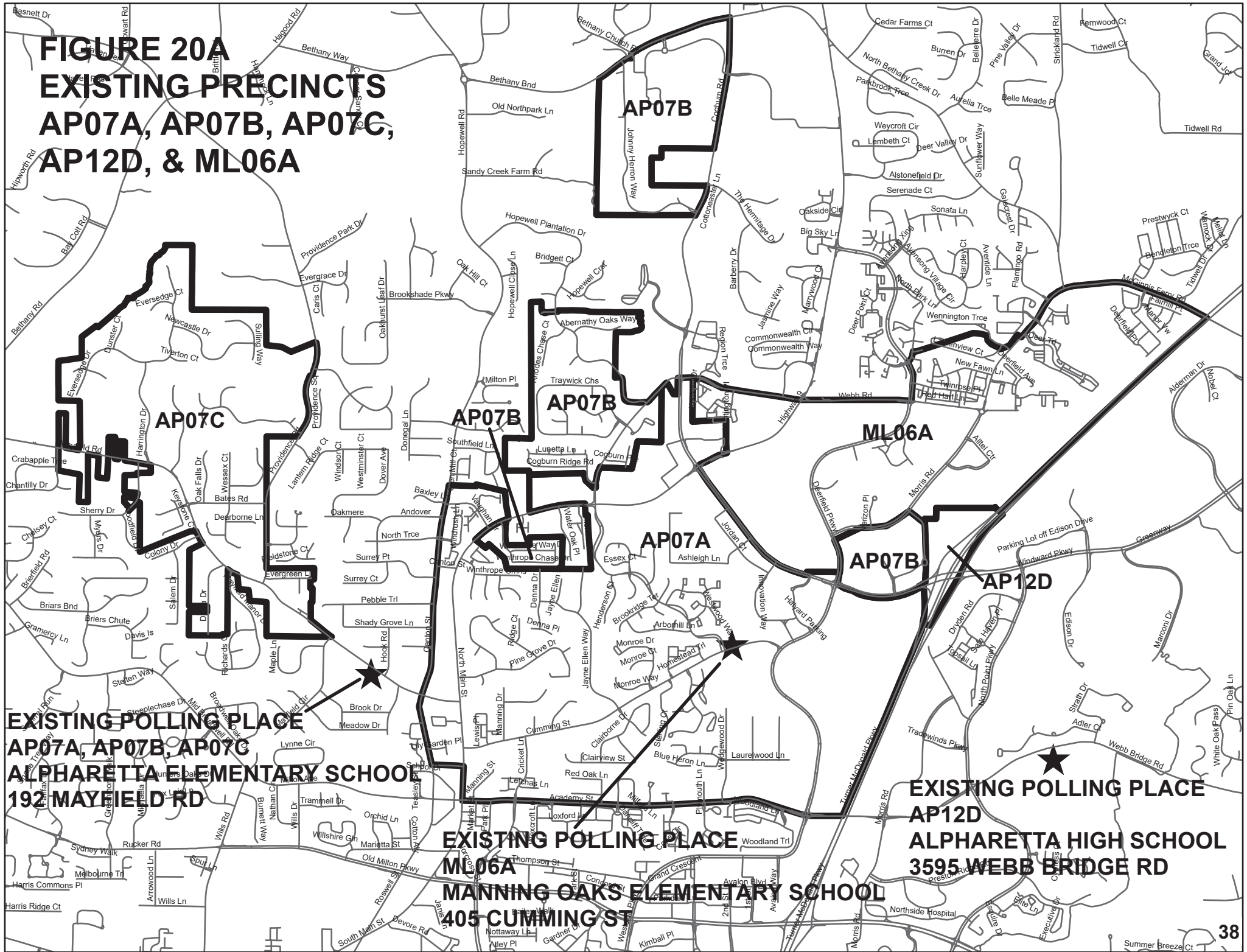
# FIGURE 19B PROPOSED PRECINCTS 02B, 02C, 04F, & 05D

PROPOSED POLLING PLACE  
02B, 02C, 04F, 05D  
SAINT LUKE'S EPISCOPAL CHURCH  
435 PEACHTREE STREET NE





# FIGURE 20A EXISTING PRECINCTS AP07A, AP07B, AP07C, AP12D, & ML06A

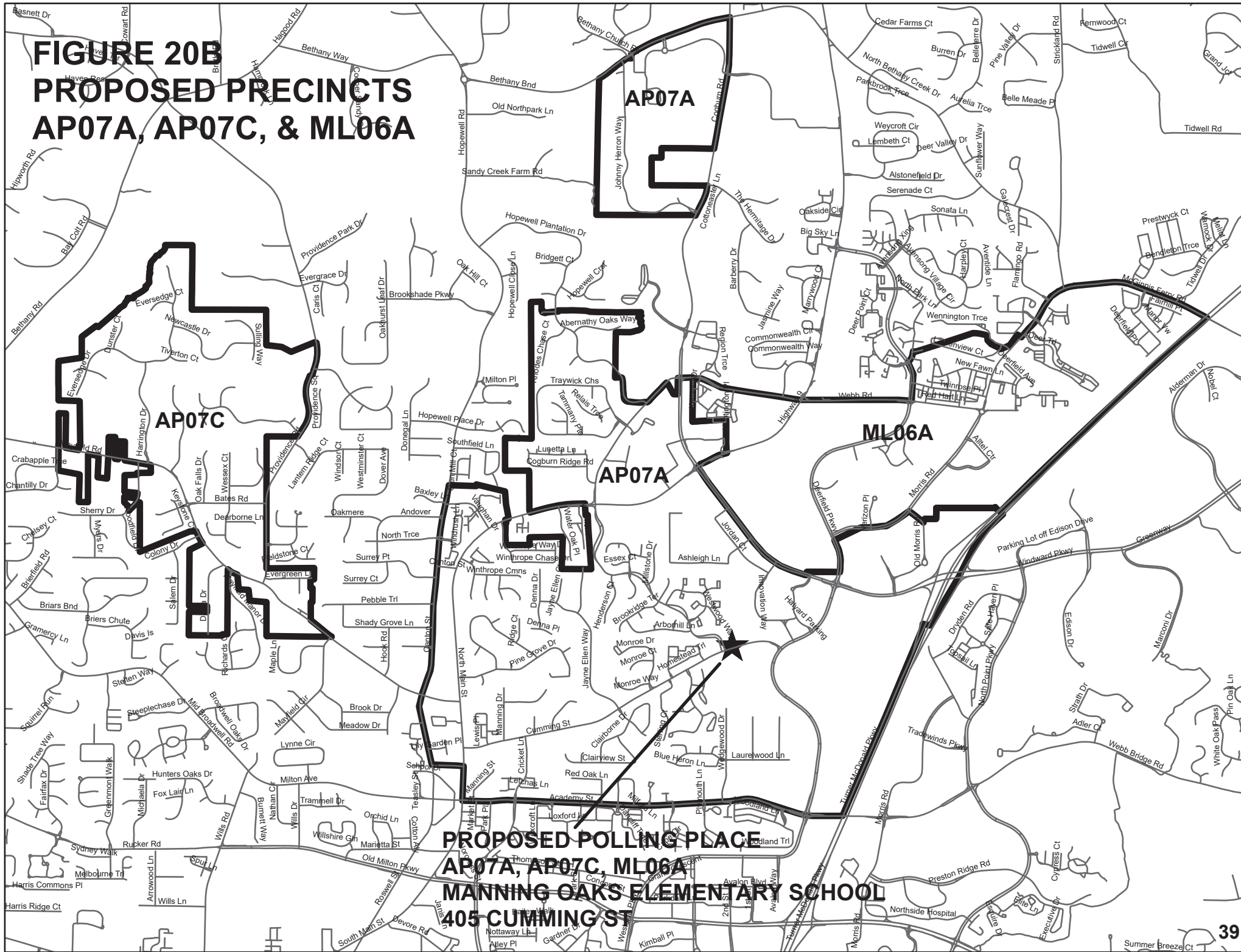


**EXISTING POLLING PLACE**  
**AP07A, AP07B, AP07C**  
**ALPHARETTA ELEMENTARY SCHOOL**  
**192 MAYFIELD RD**

**EXISTING POLLING PLACE**  
**ML06A**  
**MANNING OAKS ELEMENTARY SCHOOL**  
**405 CUMMING ST**

**EXISTING POLLING PLACE**  
**AP12D**  
**ALPHARETTA HIGH SCHOOL**  
**3595 WEBB BRIDGE RD**

# FIGURE 20B PROPOSED PRECINCTS AP07A, AP07C, & ML06A





# RW04, RW20, RW22A, RW22B, & RW22C

**EXISTING POLLING PLACE**  
**RW22A, RW22B, RW22C**  
**HILL SIDE ELEMENTARY SCHOOL**  
**9250 SCOTT RD**

RW22A

RW04

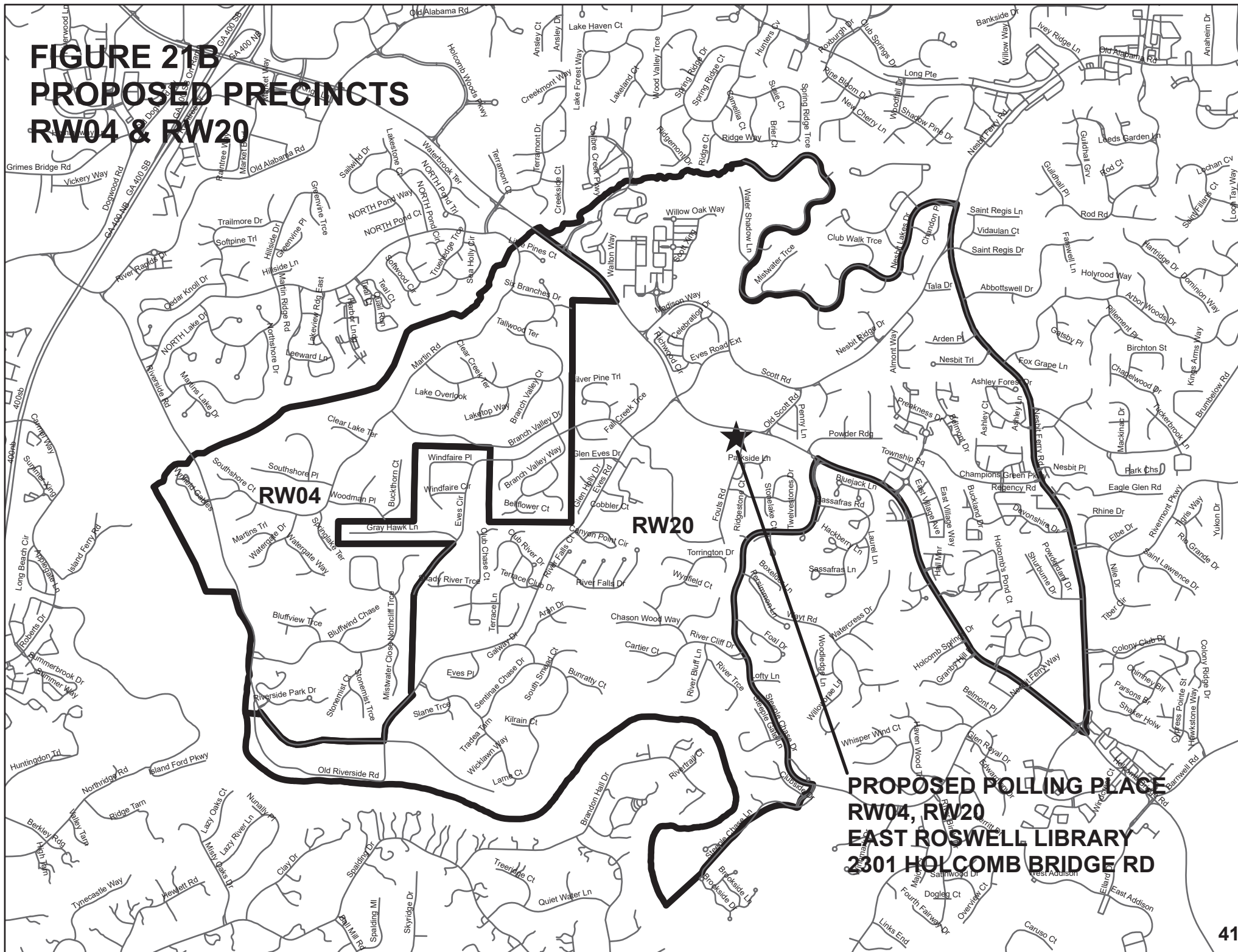
RW20

RW22B

**-RW22C**

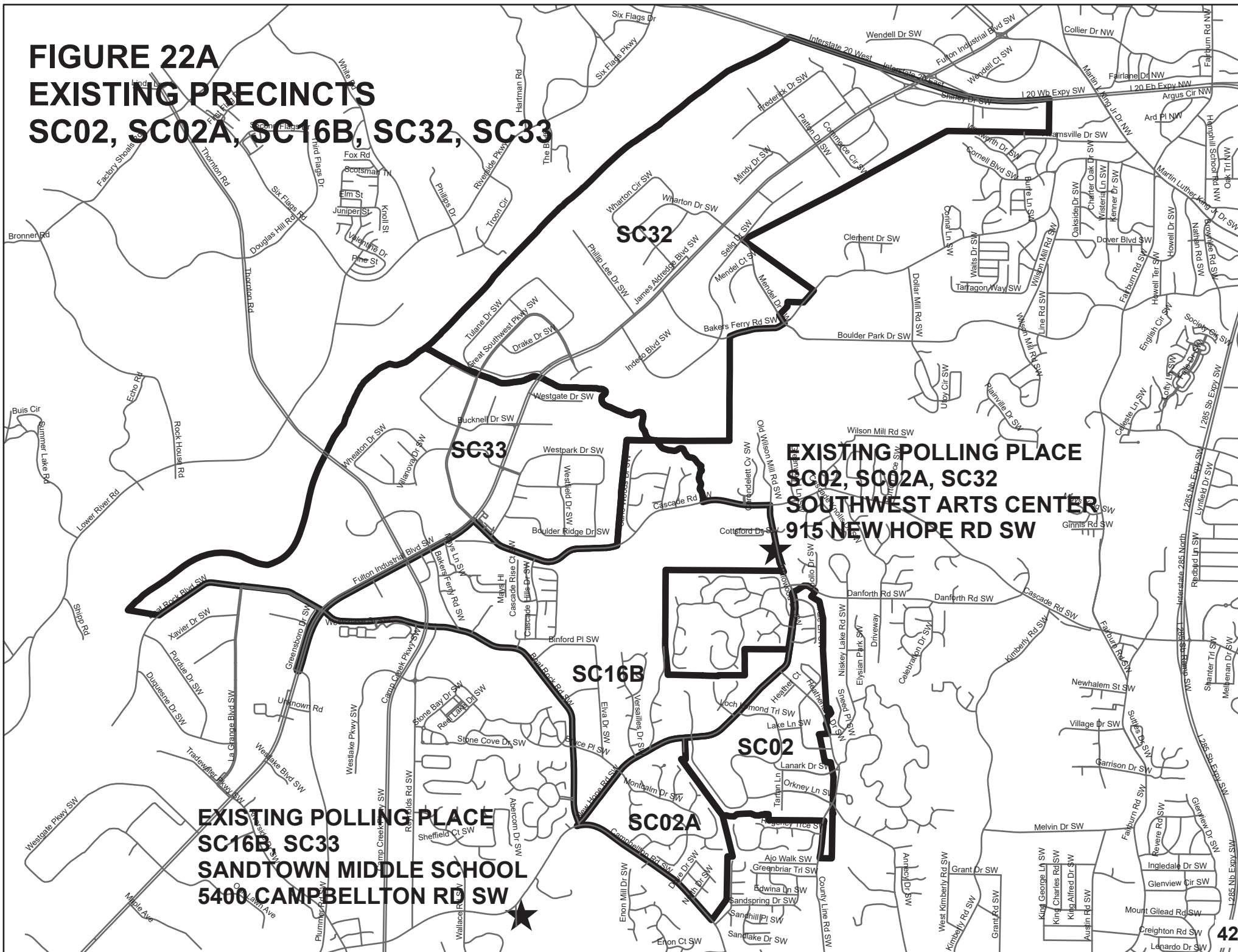
**EXISTING POLLING PLACE**  
**RW04, RW20**  
**EAST ROSWELL LIBRARY**  
**2301 HOLCOMB BRIDGE RD**

# FIGURE 21B PROPOSED PRECINCTS RW04 & RW20

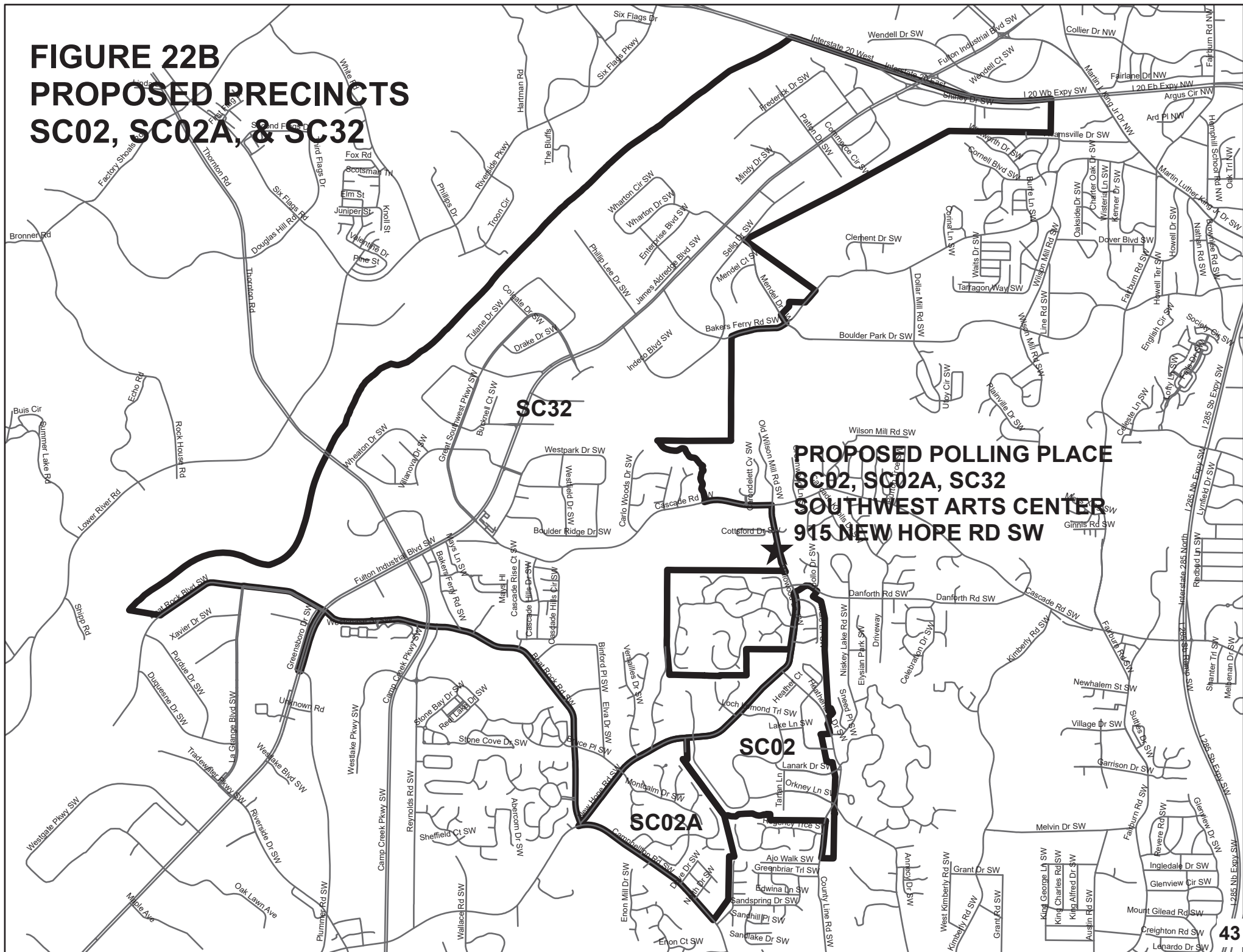




**FIGURE 22A**  
**EXISTING PRECINCTS**  
**SC02, SC02A, SC16B, SC32, SC33**



# FIGURE 22B PROPOSED PRECINCTS SC02, SC02A, & SC32





**SC01A, SC01B, SC01C, SC01D, SC16A, & SC31A**

**EXISTING POLLING PLACE**  
**SC16A**  
**SANDTOWN MIDDLE SCHOOL**  
**5400 CAMPBELLTON RD SW**

SC16A

**SC01C**

**SC01A**

SC31

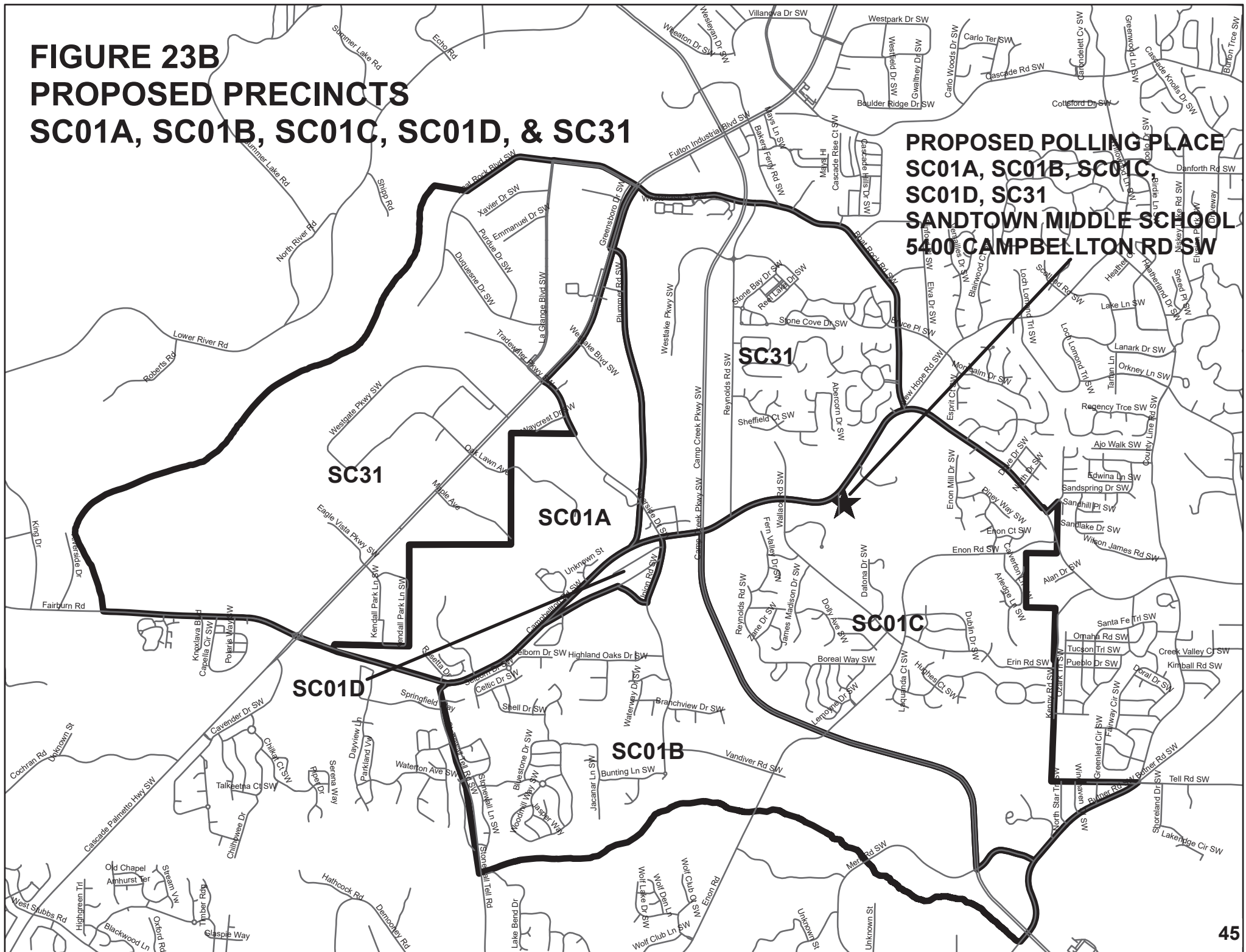
**SC01D**

SC01B

**EXISTING POLLING PLACE**  
**SC01A, SC01B, SC01C, SC01D, SC31**  
**WESTLAKE HIGH SCHOOL**  
**2400 UNION RD SW**

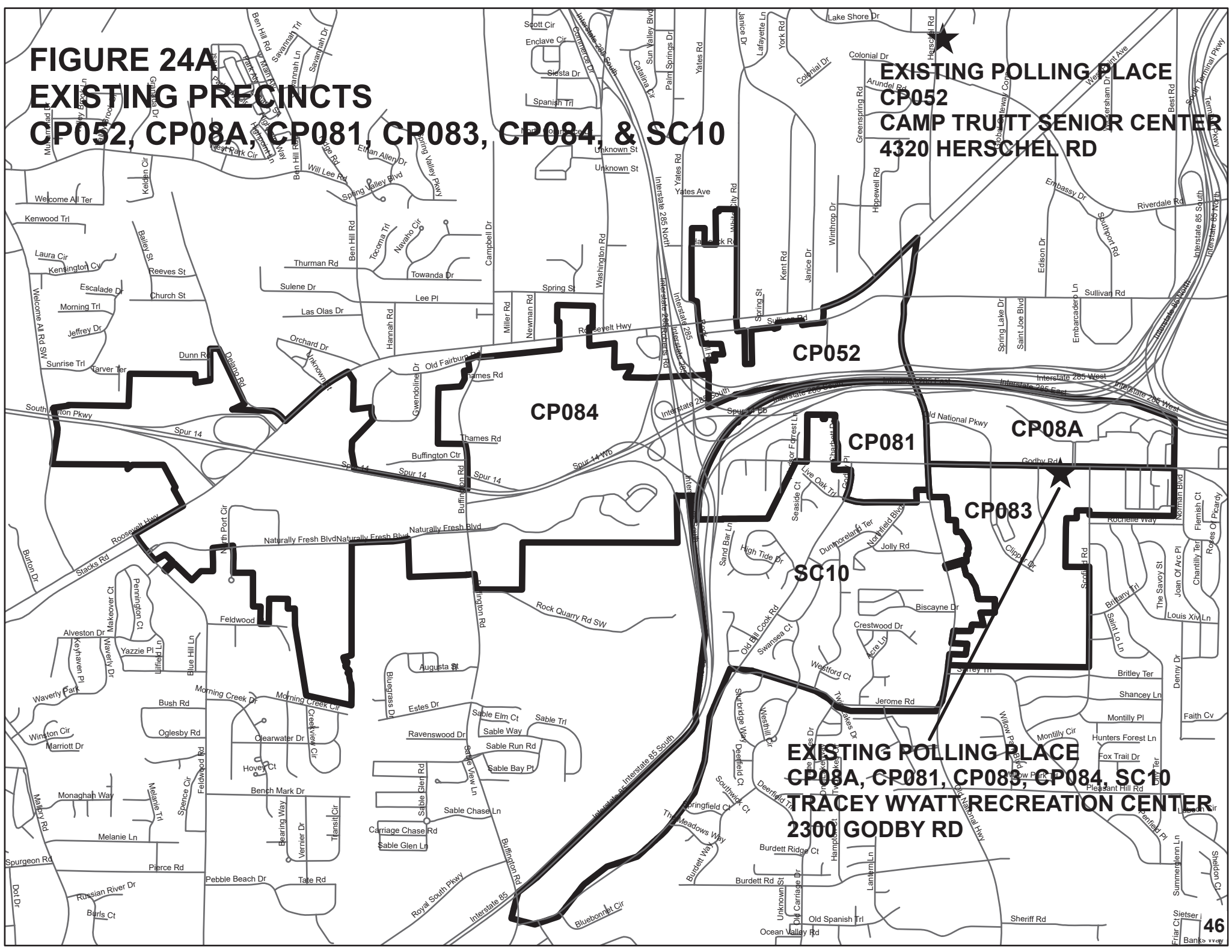
# FIGURE 23B PROPOSED PRECINCTS SC01A, SC01B, SC01C, SC01D, & SC31

**PROPOSED POLLING PLACE  
SC01A, SC01B, SC01C,  
SC01D, SC31  
SANDTOWN MIDDLE SCHOOL  
5400 CAMPBELLTON RD SW**





# FIGURE 24A EXISTING PRECINCTS CP052, CP08A, CP081, CP083, CP084, & SC10



**EXISTING POLLING PLACE**  
**CP052**  
**CAMP TRUITT SENIOR CENTER**  
**4320 HERSCHEL RD**

**CP052**

**CP084**

**CP081**

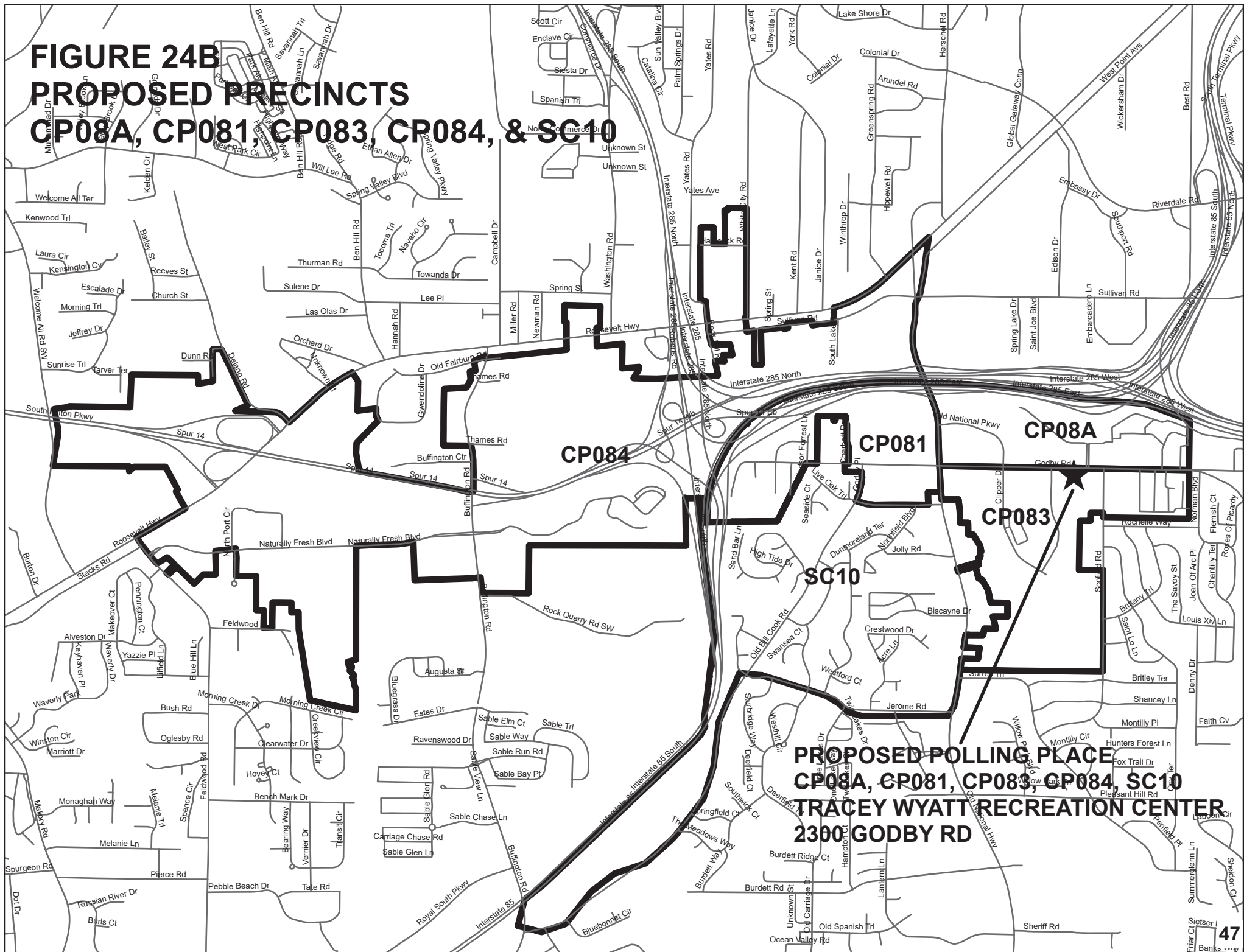
**CP08A**

**CP083**

**SC10**

**EXISTING POLLING PLACE**  
**CP08A, CP081, CP083, CP084, SC10**  
**TRACEY WYATT RECREATION CENTER**  
**2300 GODBY RD**

# FIGURE 24B PROPOSED PRECINCTS CP08A, CP081, CP083, CP084, & SC10



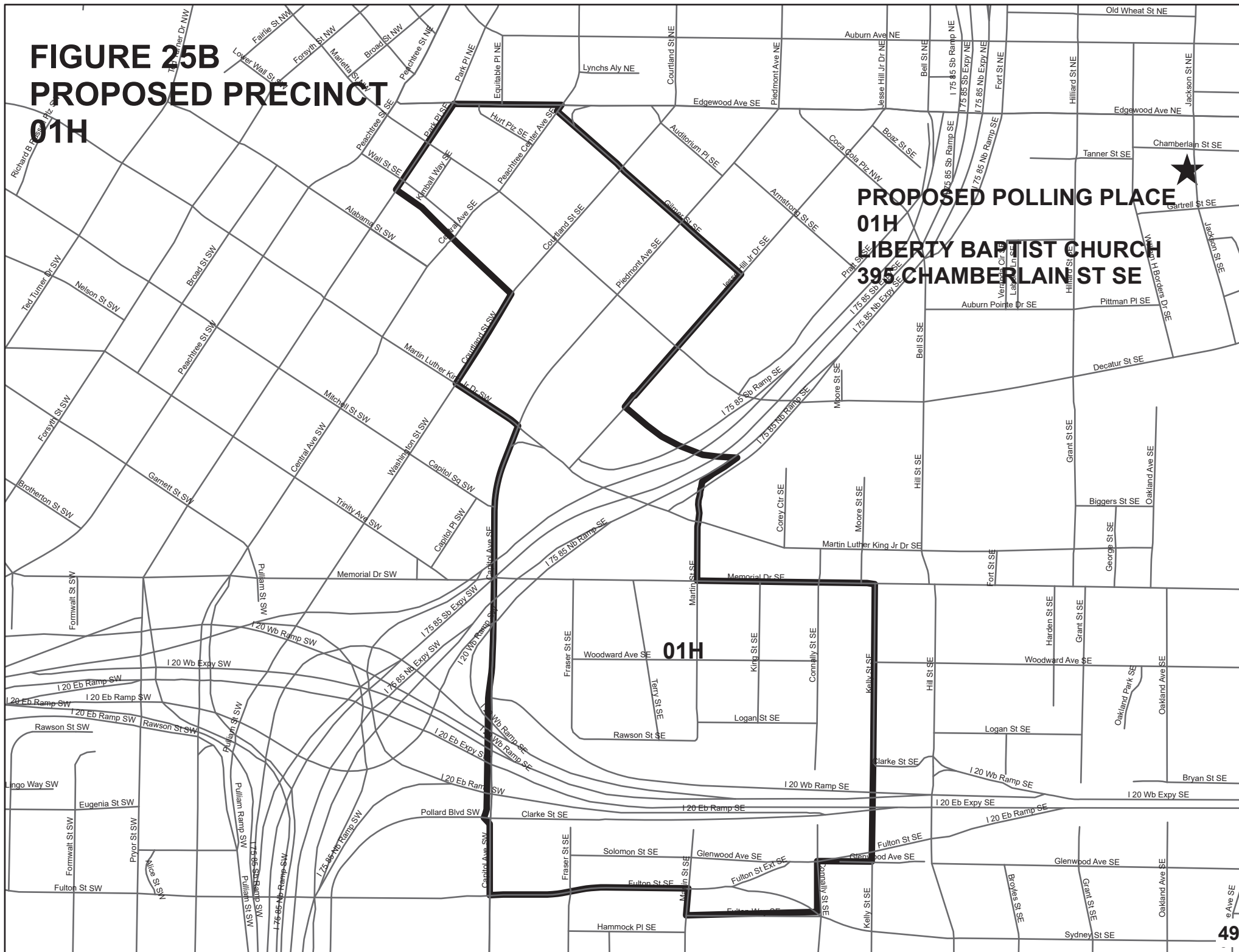
**PROPOSED POLLING PLACE**  
**CP08A, CP081, CP083, CP084, SC10**  
**TRACEY WYATT RECREATION CENTER**  
**2300 GODBY RD**

# FIGURE 25A EXISTING PRECINCTS 01H & 01I

**EXISTING POLLING PLACE**  
**01H, 01I**  
**LIBERTY BAPTIST CHURCH**  
**395 CHAMBERLAIN ST SE**



# FIGURE 25B PROPOSED PRECINCT 01H



**FIGURE 26A**  
**EXISTING PRECINCTS**  
**03P1A, 03P1B, & 03P2**

**EXISTING POLLING PLACE**  
**03P1A, 03P1B, 03P2**  
**ANTIOCH BAPTIST CHURCH FAMILY CENTER**  
**540 CAMERON MADISON ALEXANDER BLVD NW**

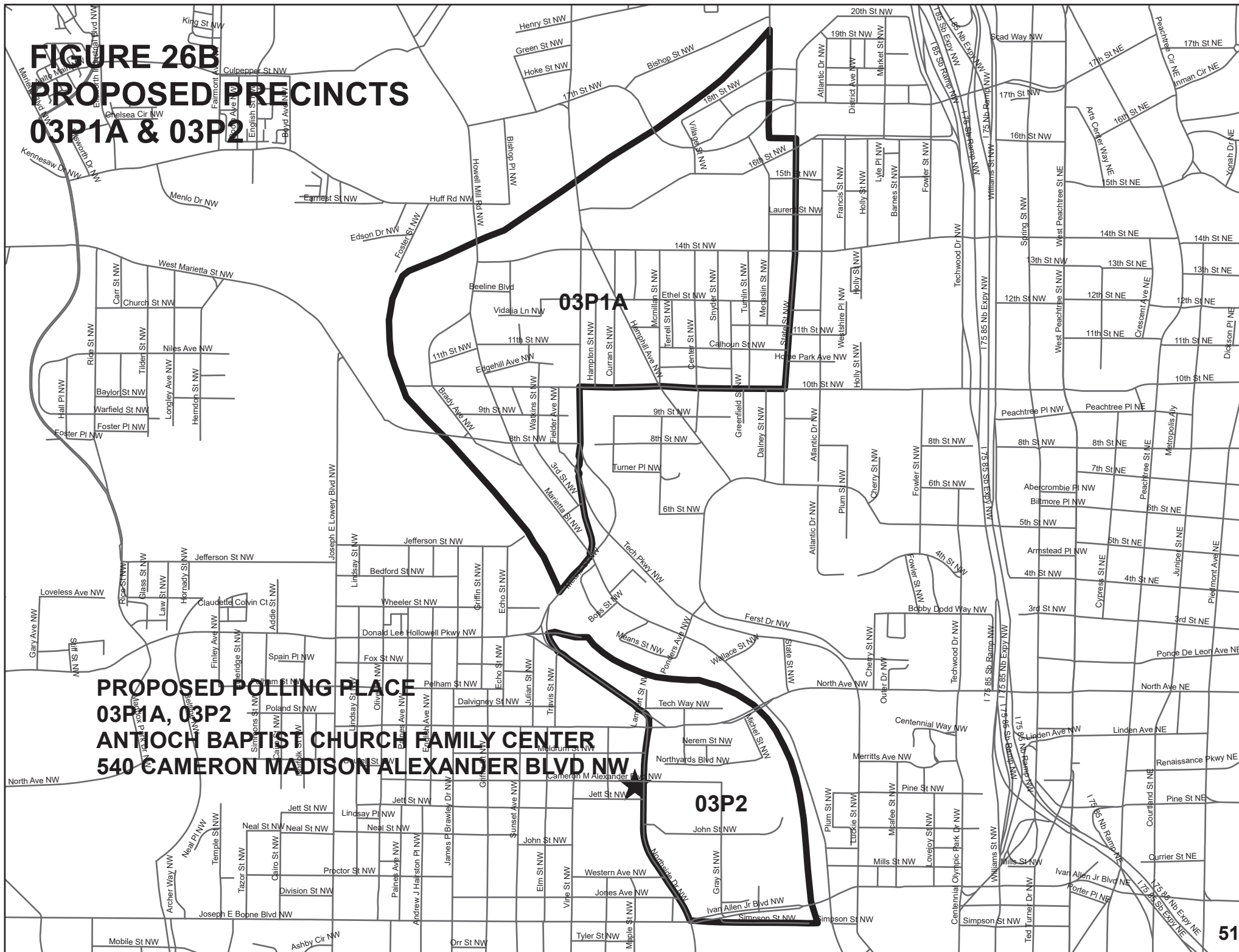
**03P1A**

**03P1B**

**03P2**

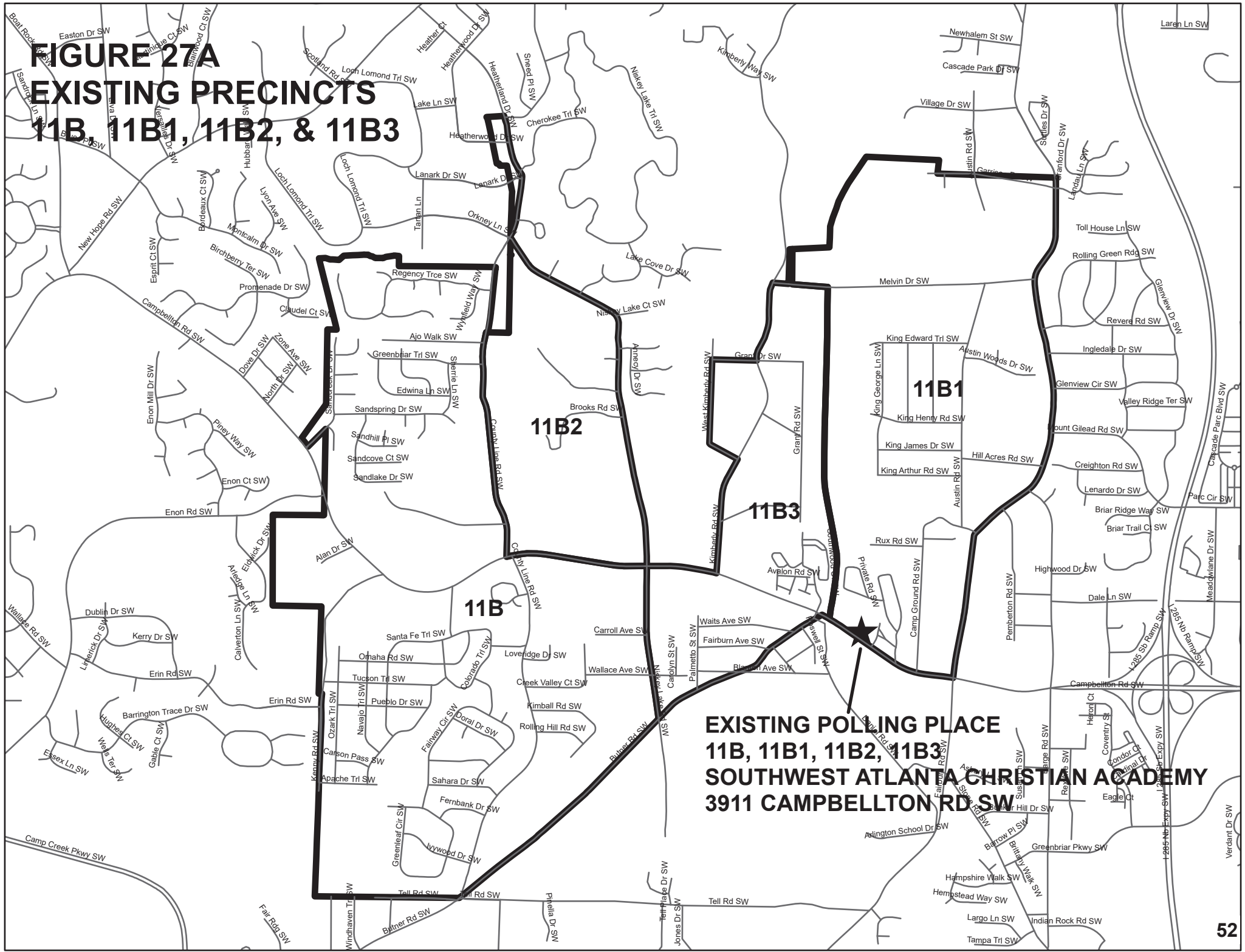
50

**FIGURE 26B**  
**PROPOSED PRECINCTS**  
**03P1A & 03P2**



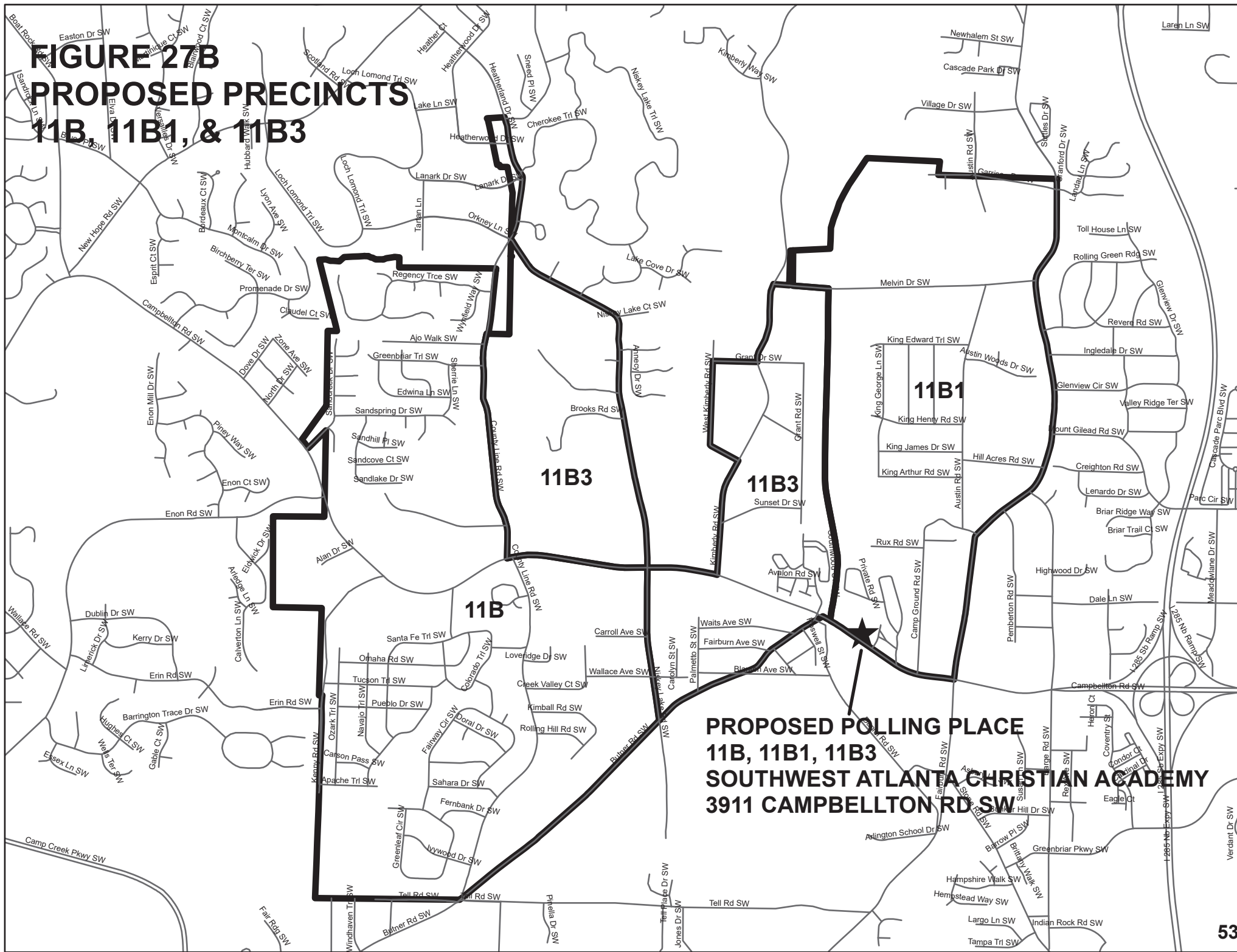


# FIGURE 27A EXISTING PRECINCTS 11B, 11B1, 11B2, & 11B3



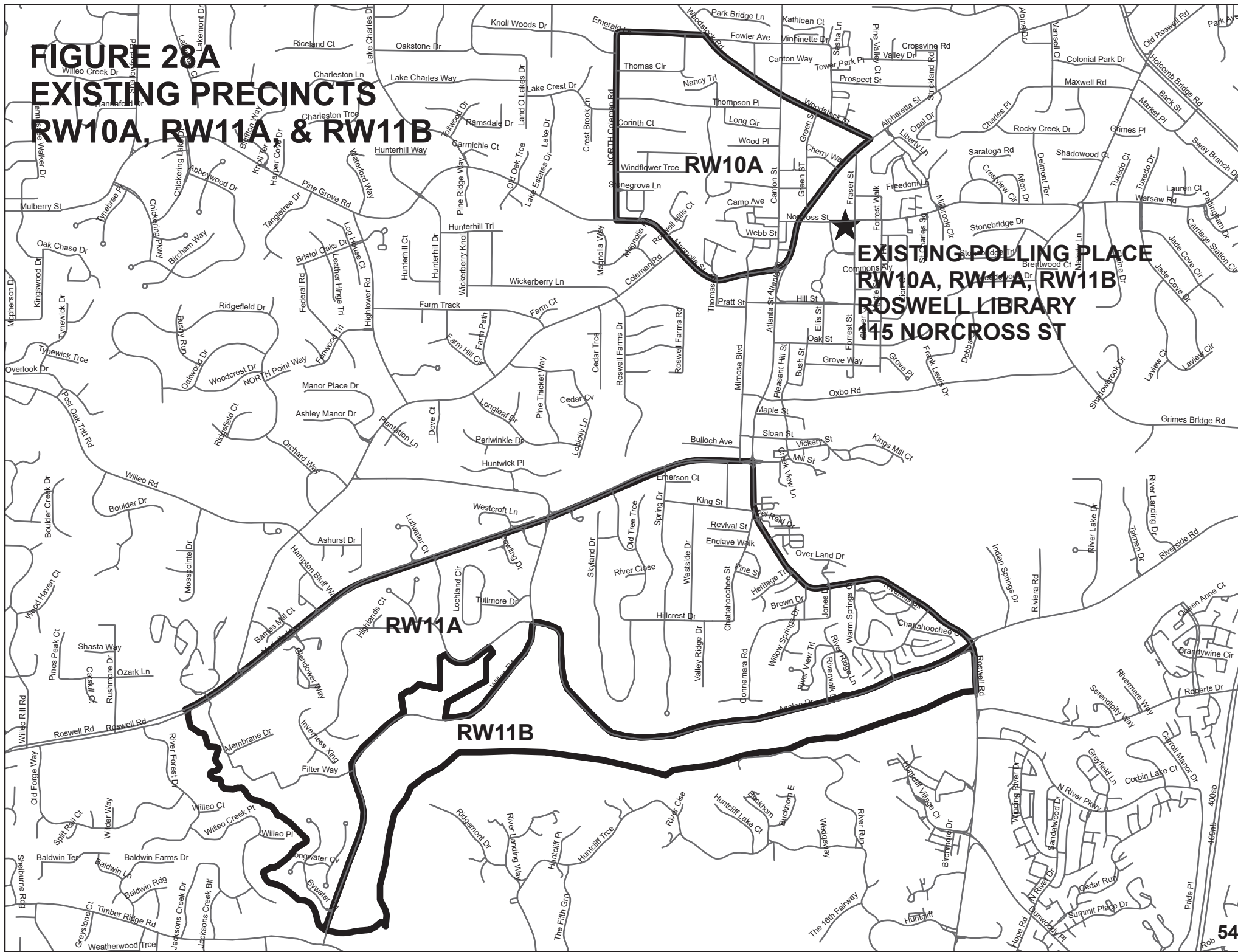
**EXISTING POLLING PLACE**  
**11B, 11B1, 11B2, 11B3**  
**SOUTHWEST ATLANTA CHRISTIAN ACADEMY**  
**3911 CAMPBELLTON RD SW**

# FIGURE 27B PROPOSED PRECINCTS 11B, 11B1, & 11B3

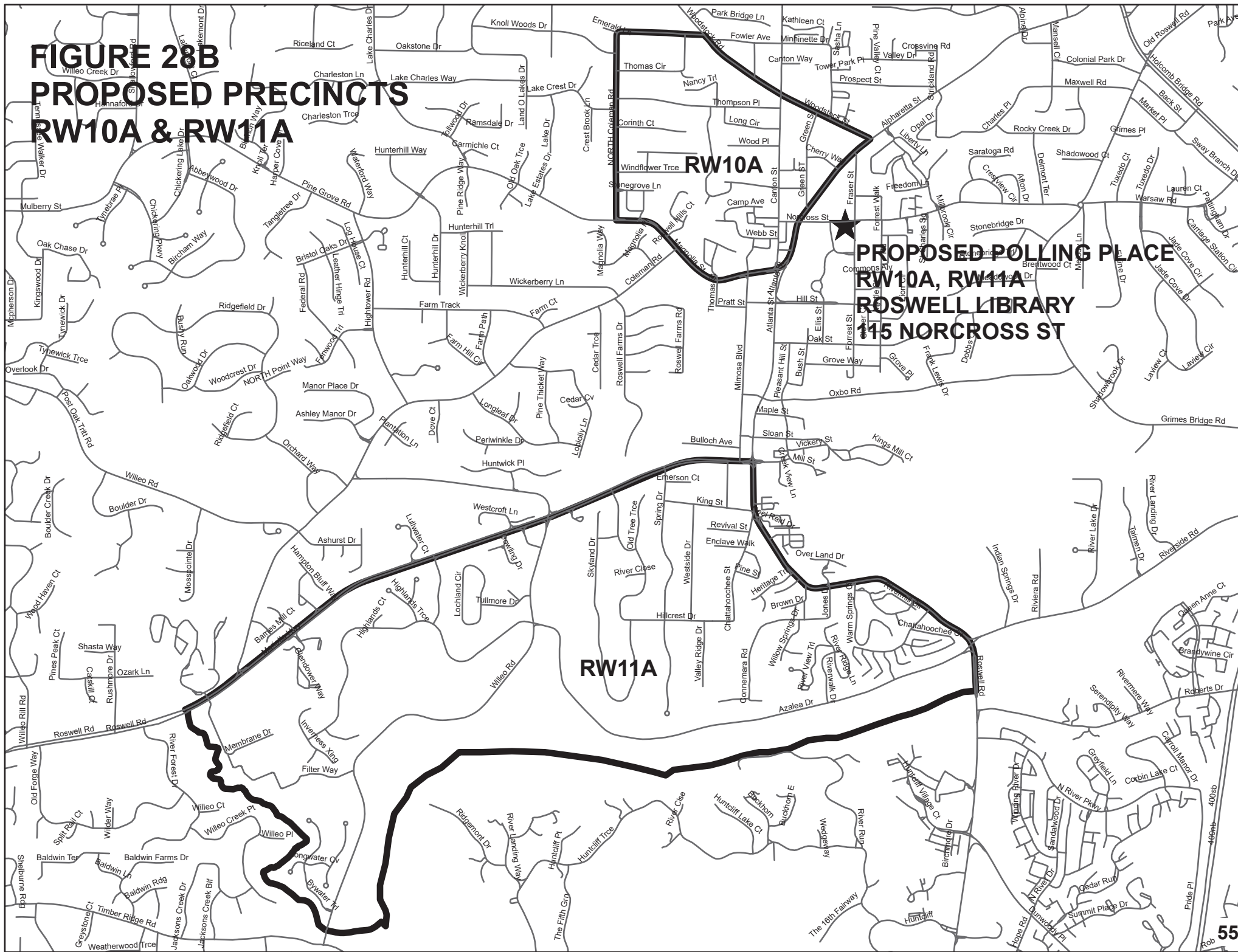




# FIGURE 28A EXISTING PRECINCTS RW10A, RW11A, & RW11B



# FIGURE 28B PROPOSED PRECINCTS RW10A & RW11A

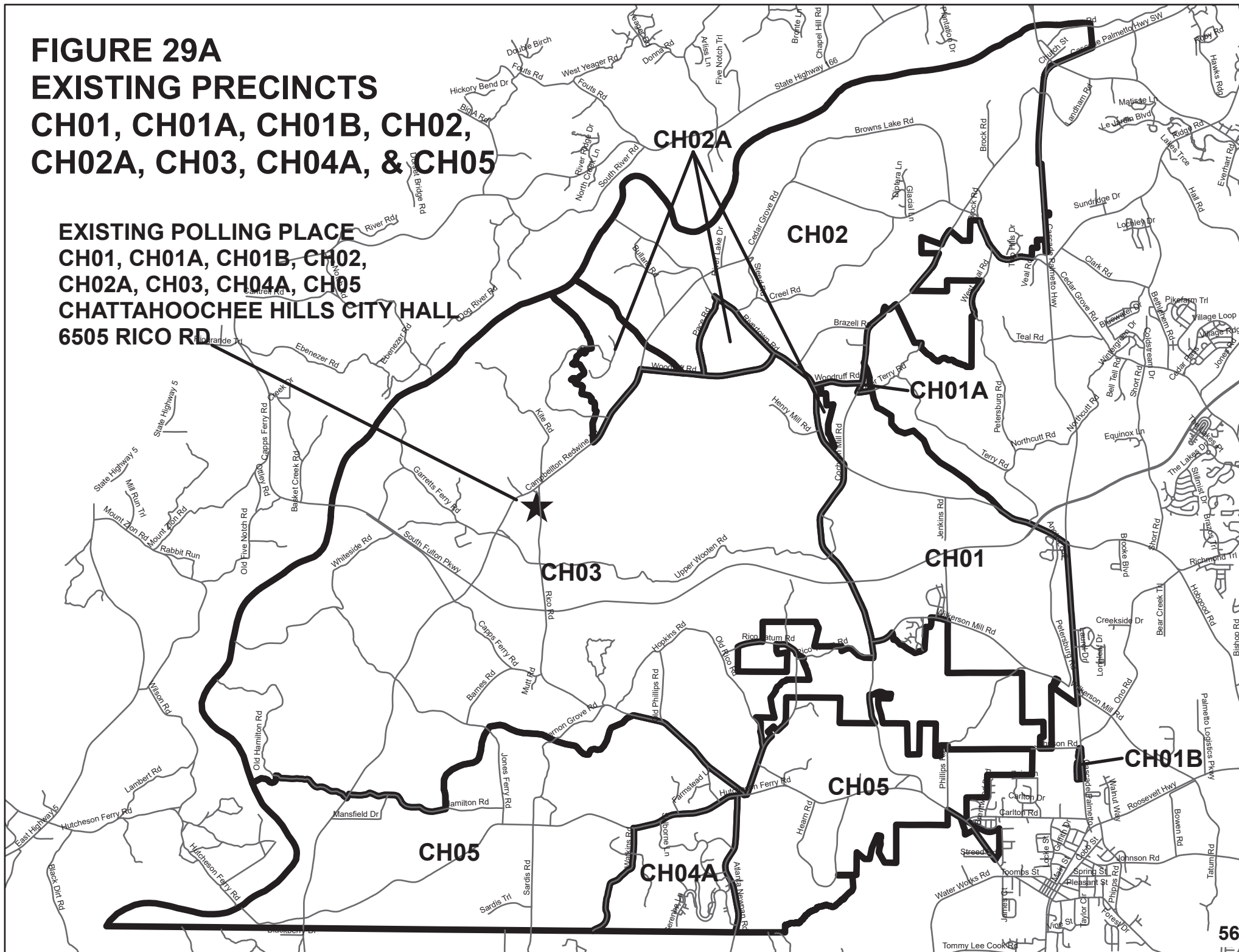


# FIGURE 29A

## EXISTING PRECINCTS

### CH01, CH01A, CH01B, CH02, CH02A, CH03, CH04A, & CH05

EXISTING POLLING PLACE  
CH01, CH01A, CH01B, CH02,  
CH02A, CH03, CH04A, CH05  
CHATTAHOOCHEE HILLS CITY HALL  
6505 RICO RD



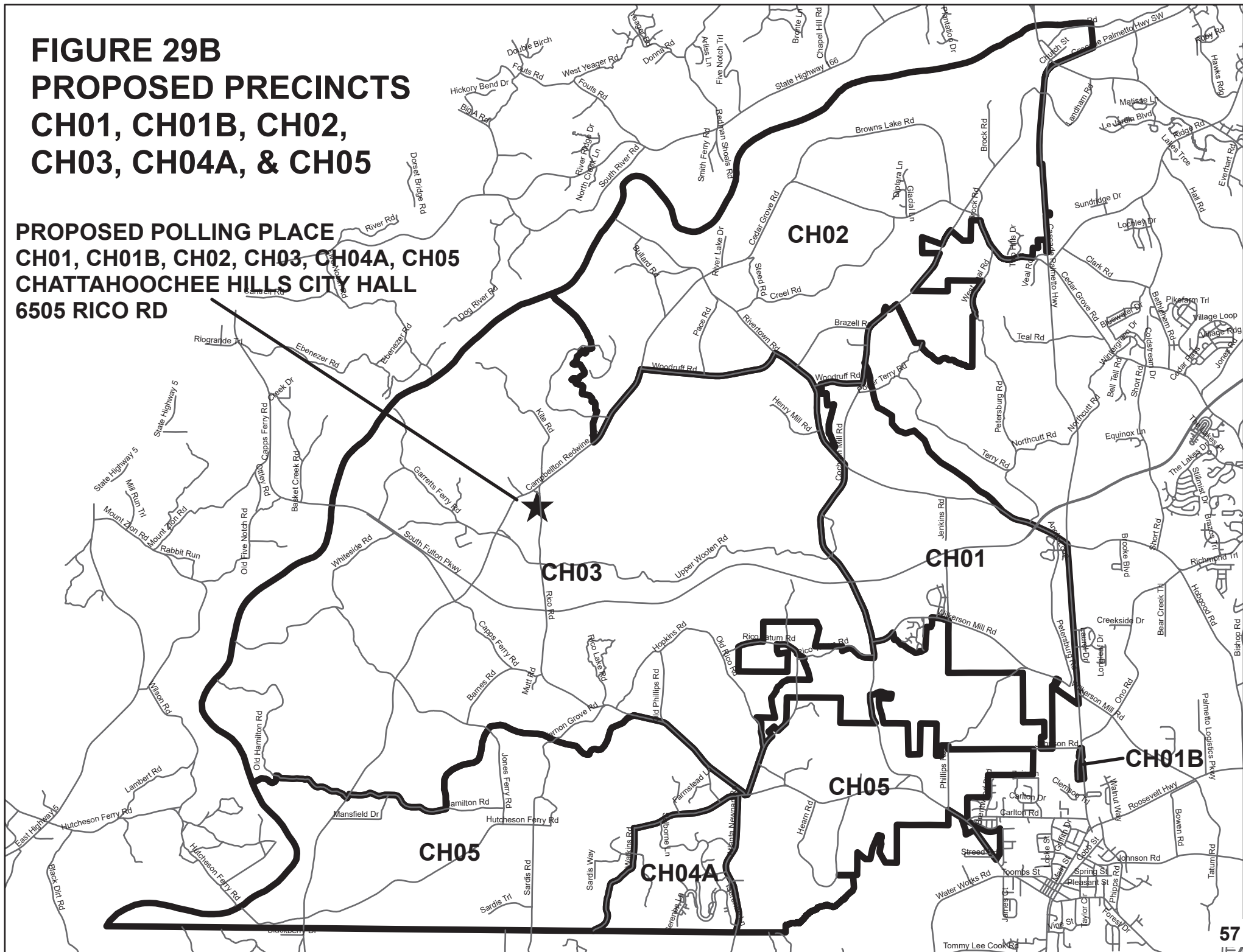


# FIGURE 29B

## PROPOSED PRECINCTS

### CH01, CH01B, CH02, CH03, CH04A, & CH05

PROPOSED POLLING PLACE  
CH01, CH01B, CH02, CH03, CH04A, CH05  
CHATTAHOOCHEE HILLS CITY HALL  
6505 RICO RD



**RW21, RW21A, SS01, & SS01A**

**JOHNS CREEK ENVIRONMENTAL CAMPUS**  
**8100 HOLCOMB BRIDGE RD**

RW21A

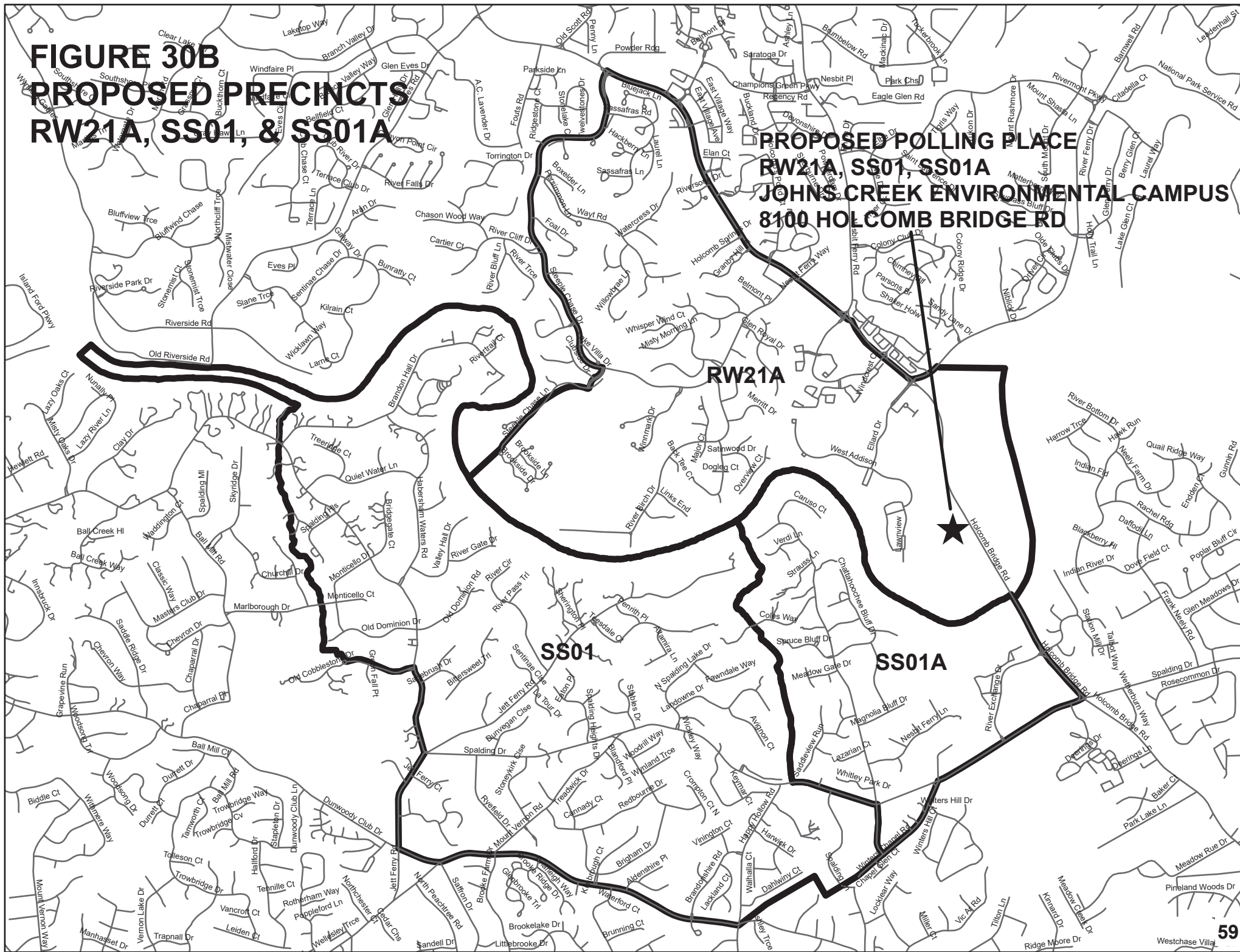
RW21

~~SS01~~

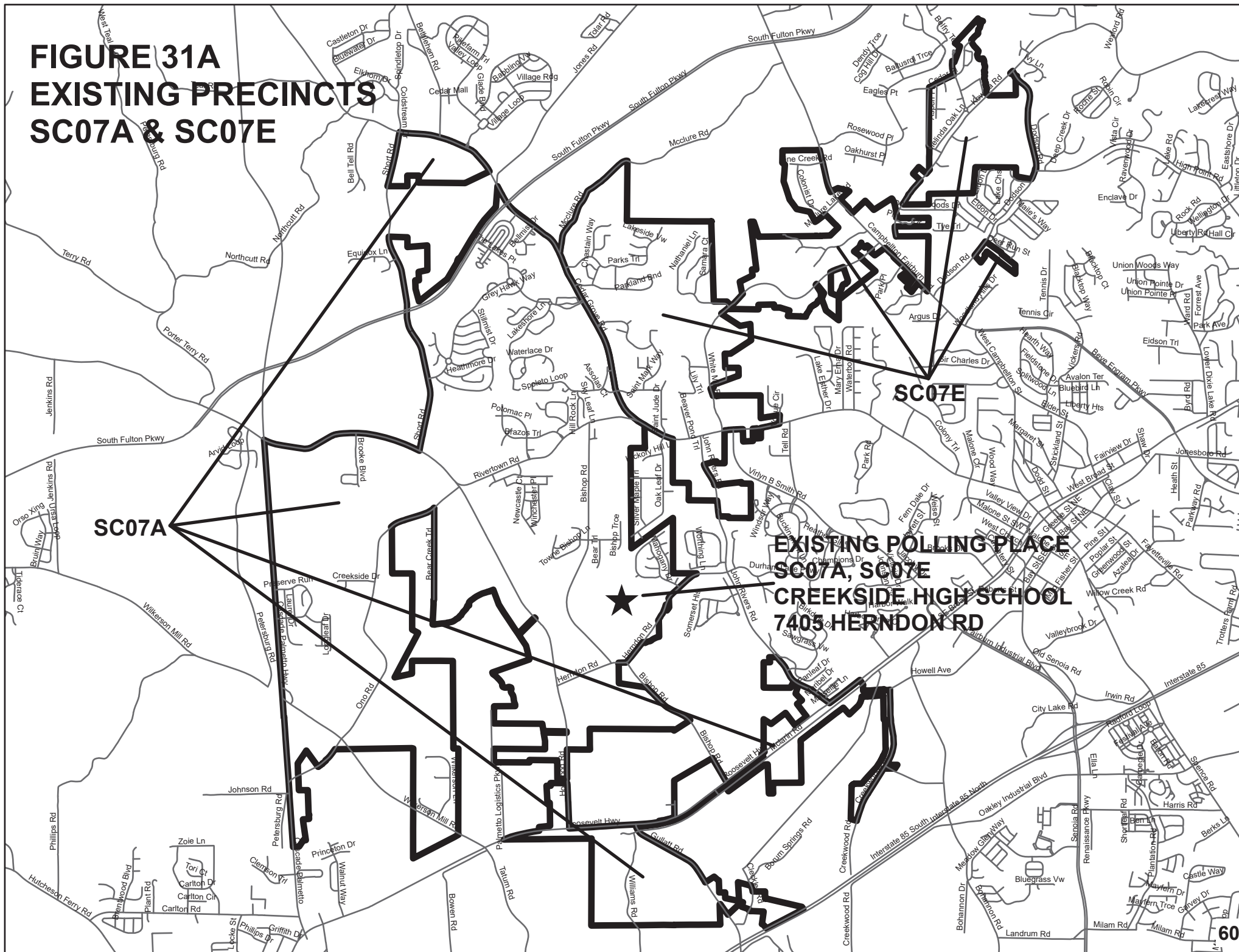
**SS01A**



**FIGURE 30B**  
**PROPOSED PRECINCTS**  
**RW21A, SS01, & SS01A**

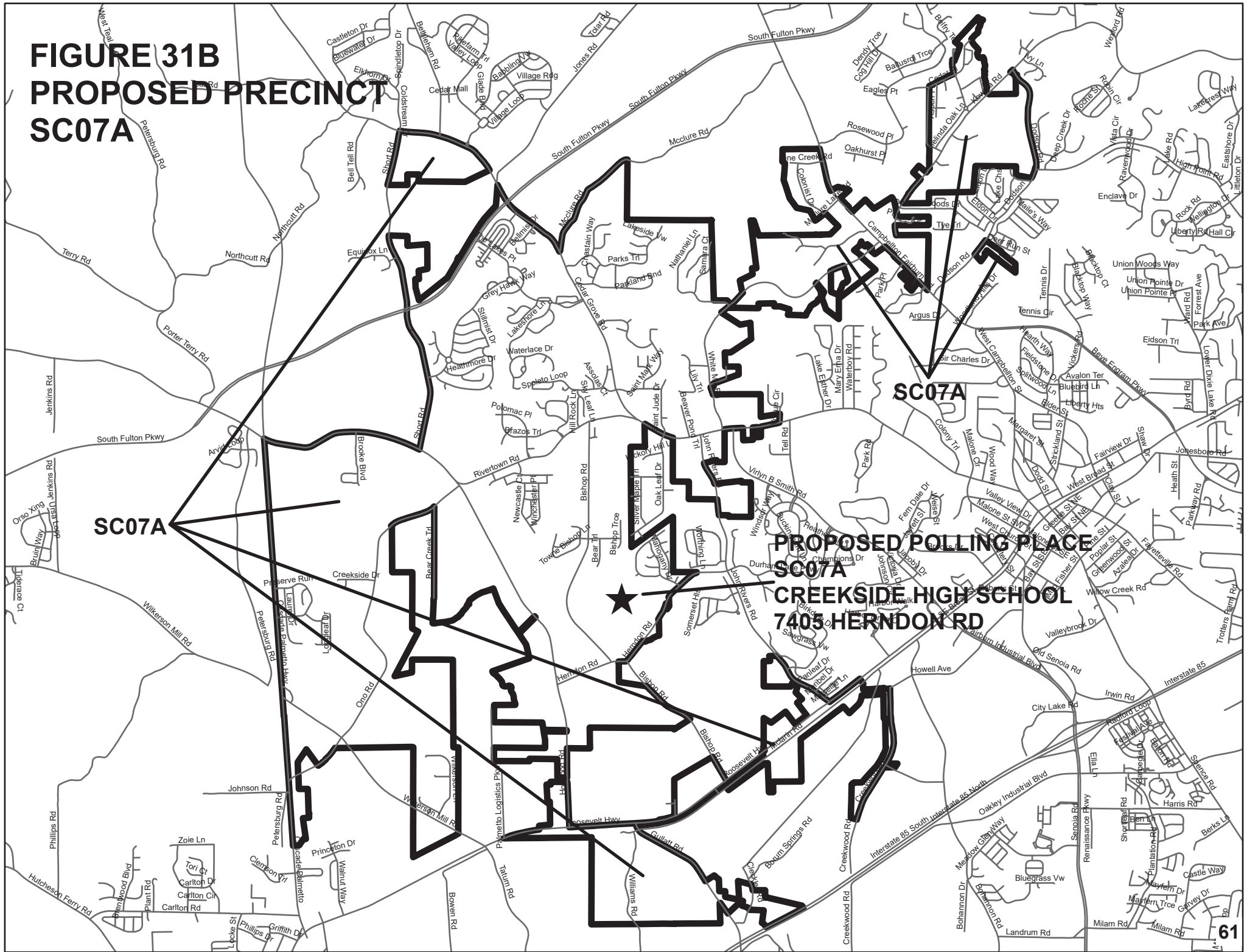


# FIGURE 31A EXISTING PRECINCTS SC07A & SC07E





# FIGURE 31B PROPOSED PRECINCT SC07A



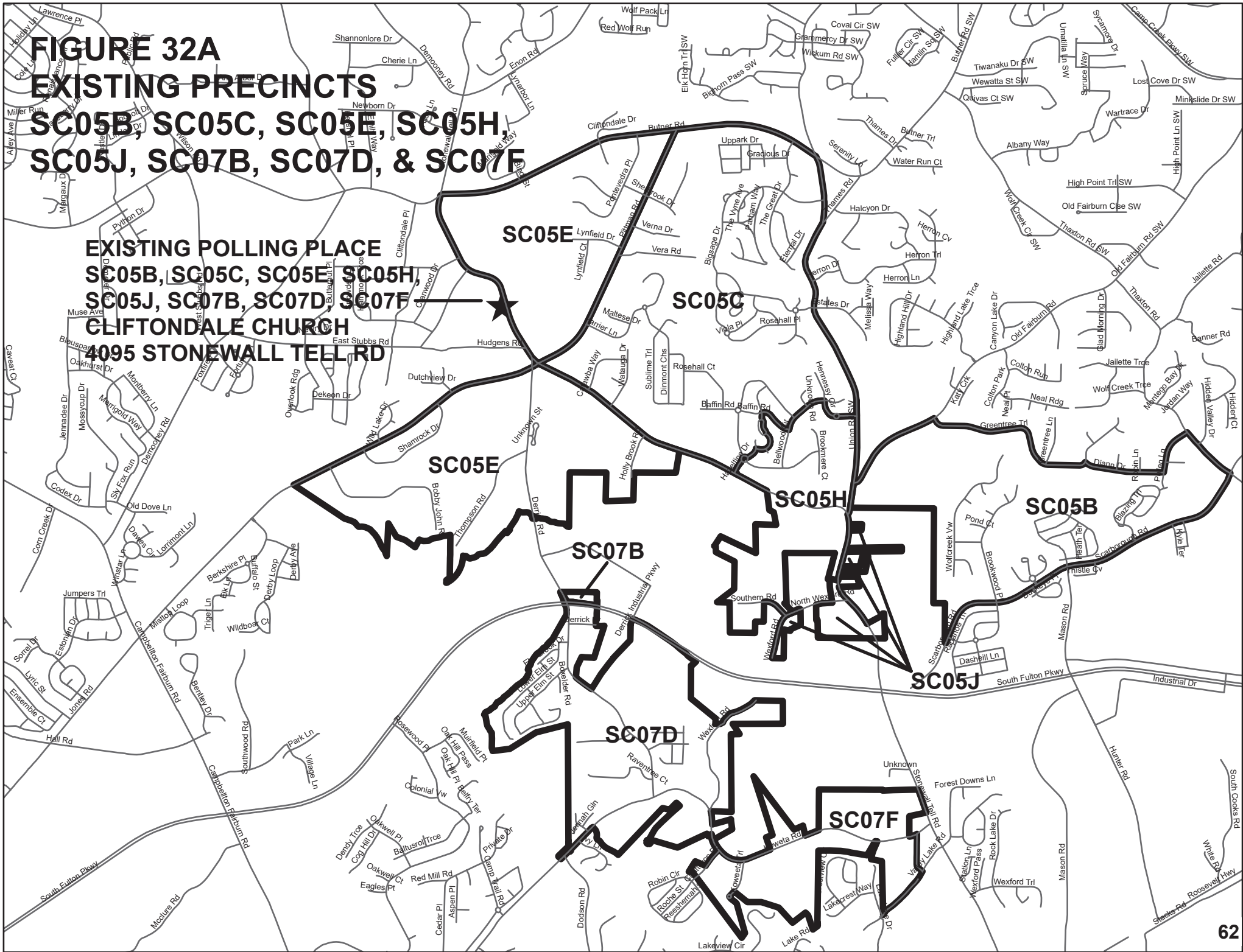


# FIGURE 32A

## EXISTING PRECINCTS

### SC05B, SC05C, SC05E, SC05H, SC05J, SC07B, SC07D, & SC07F

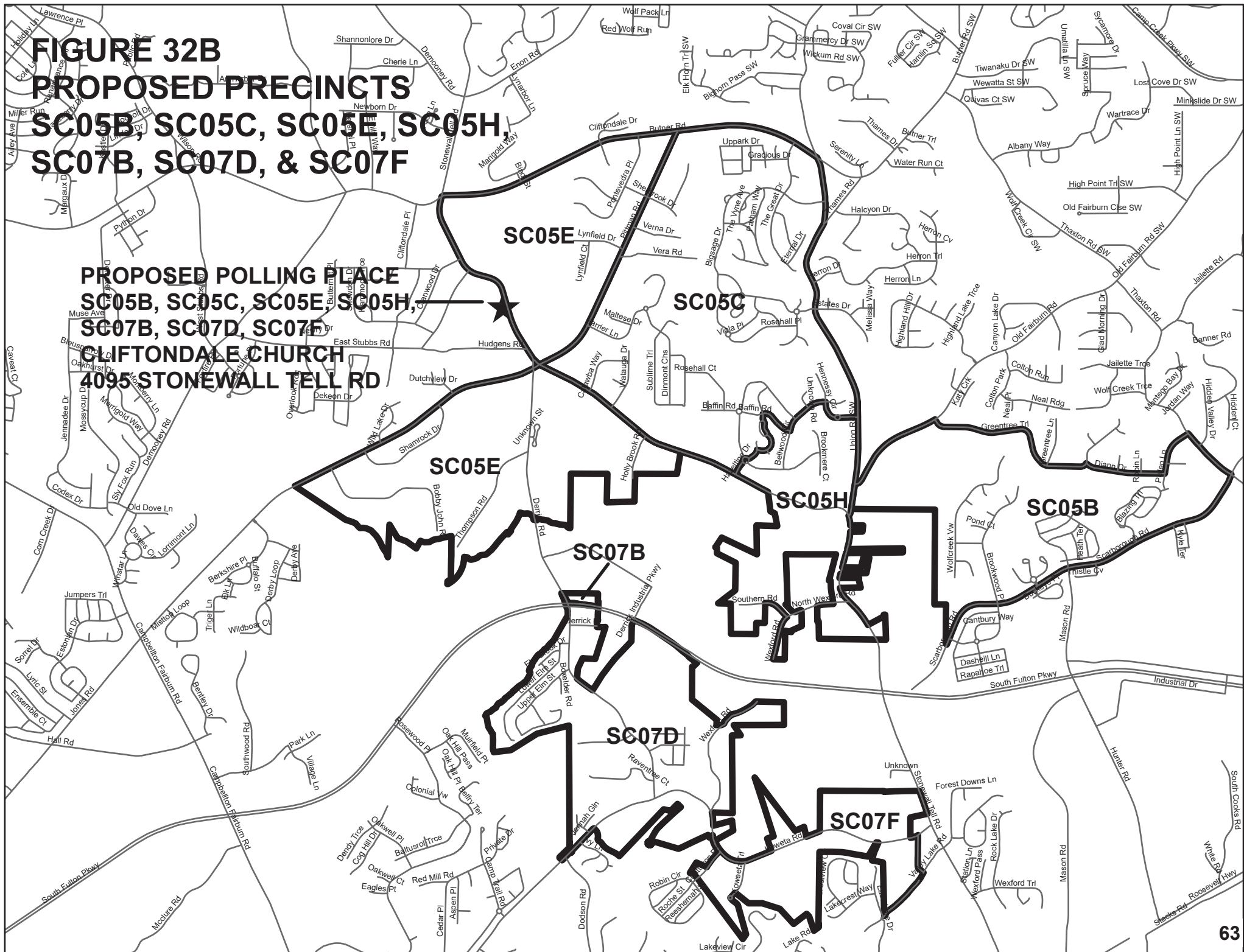
EXISTING POLLING PLACE  
SC05B, SC05C, SC05E, SC05H,  
SC05J, SC07B, SC07D, SC07F  
CLIFTONDALE CHURCH  
4095 STONEWALL TELL RD



**FIGURE 32B**  
**PROPOSED PRECINCTS**  
**SC05B, SC05C, SC05E, SC05H,**  
**SC07B, SC07D, & SC07F**

**PROPOSED POLLING PLACE**  
**SC05B, SC05C, SC05E, SC05H**  
**SC07B, SC07D, SC07F**

**CLIFTONDALE CHURCH**  
4095 STONEWALL TELL RD

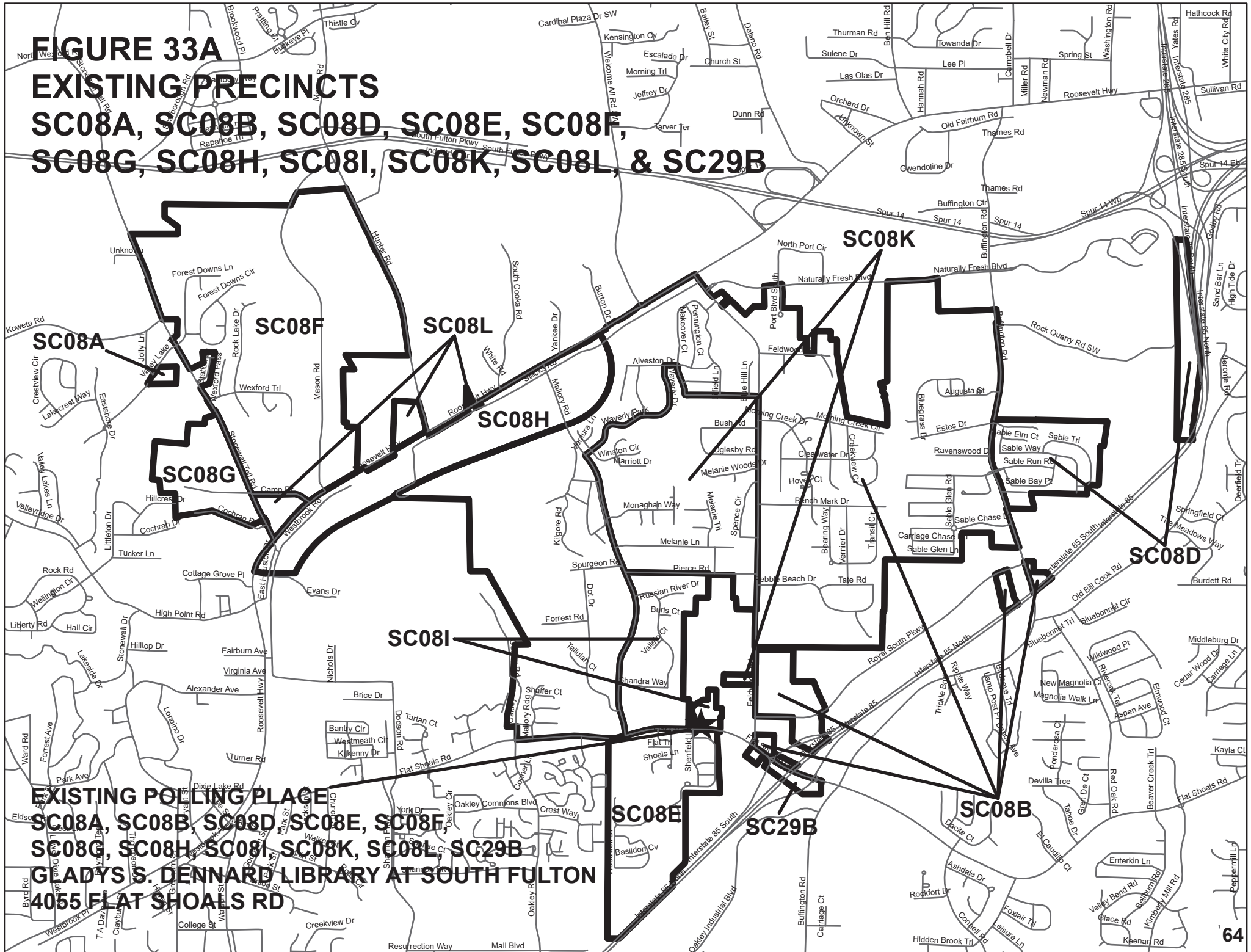




# FIGURE 33A

## EXISTING PRECINCTS

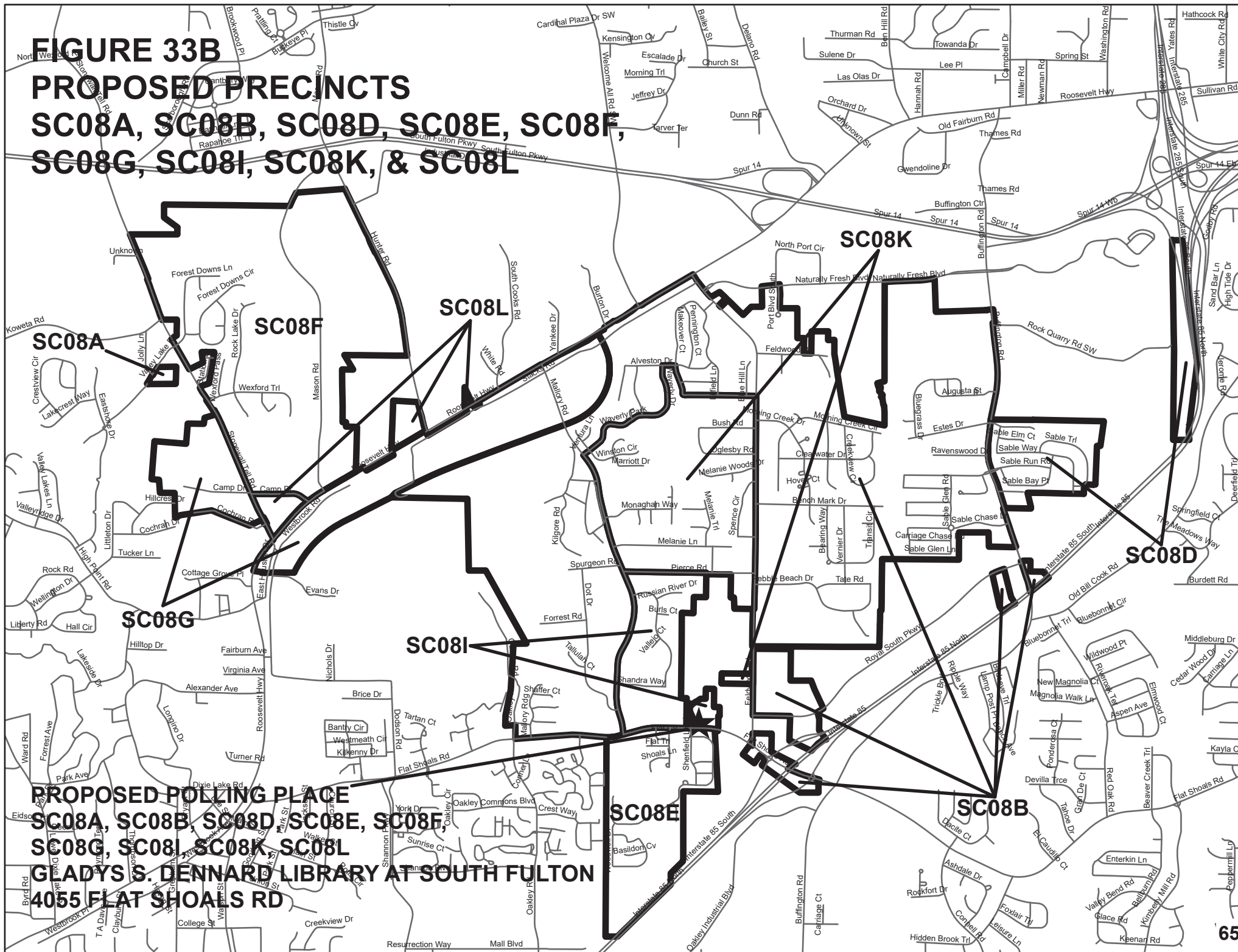
SC08A, SC08B, SC08D, SC08E, SC08F,  
SC08G, SC08H, SC08I, SC08K, SC08L, & SC29B



## EXISTING POLLING PLACE

SC08A, SC08B, SC08D, SC08E, SC08F,  
SC08G, SC08H, SC08I, SC08K, SC08L, SC29B  
GLADYS S. DENNARD LIBRARY AT SOUTH FULTON  
4055 FLAT SHOALS RD

**FIGURE 33B**  
**PROPOSED PRECINCTS**  
**SC08A, SC08B, SC08D, SC08E, SC08F,**  
**SC08G, SC08I, SC08K, & SC08L**



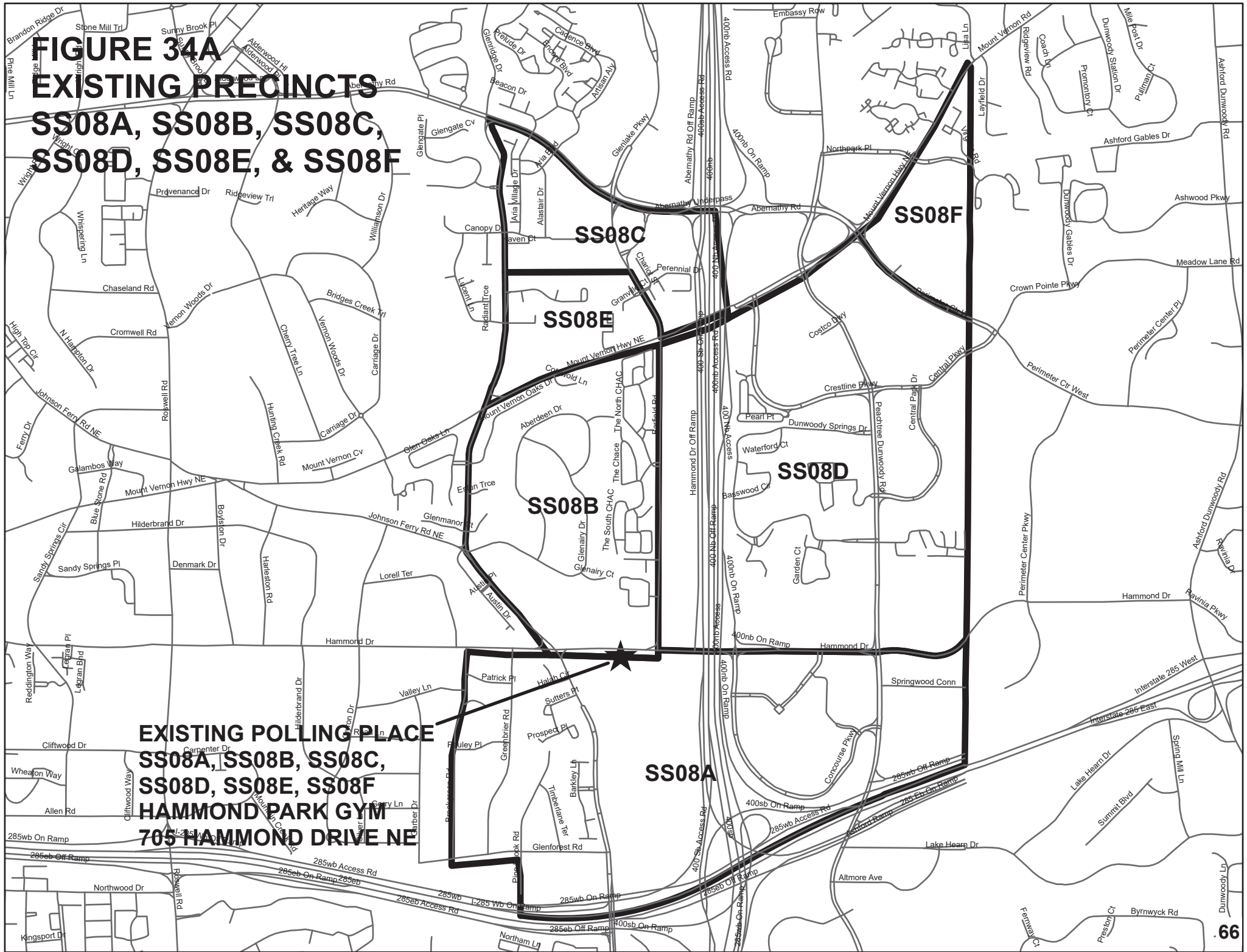


# FIGURE 34A

## EXISTING PRECINCTS

### SS08A, SS08B, SS08C, SS08D, SS08E, & SS08F

EXISTING POLLING PLACE  
SS08A, SS08B, SS08C,  
SS08D, SS08E, SS08F  
HAMMOND PARK GYM  
705 HAMMOND DRIVE NE



**FIGURE 34B**  
**PROPOSED PRECINCTS**  
**SS08A, SS08B, SS08C,**  
**SS08D, & SS08E**

**PROPOSED POLLING PLACE**  
**SS08A, SS08B, SS08C,**  
**SS08D, SS08E**  
**HAMMOND PARK GYM**  
**705 HAMMOND DRIVE NE**

.67

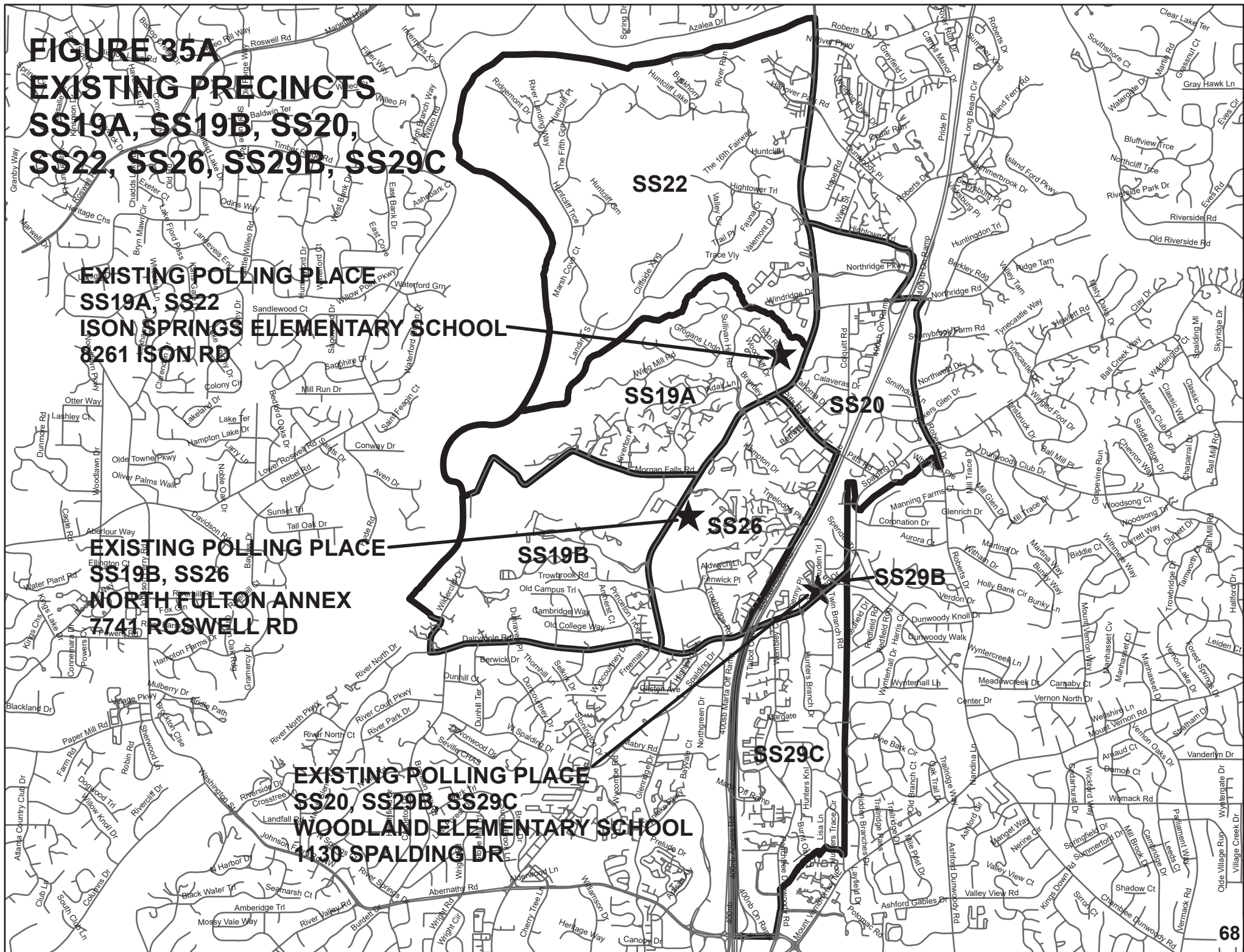


# FIGURE 35A EXISTING PRECINCTS SS19A, SS19B, SS20, SS22, SS26, SS29B, SS29C

EXISTING POLLING PLACE  
SS19A, SS22  
ISON SPRINGS ELEMENTARY SCHOOL  
8261 ISON RD

EXISTING POLLING PLACE  
SS19B, SS26  
NORTH FULTON ANNEX  
7741 ROSWELL RD

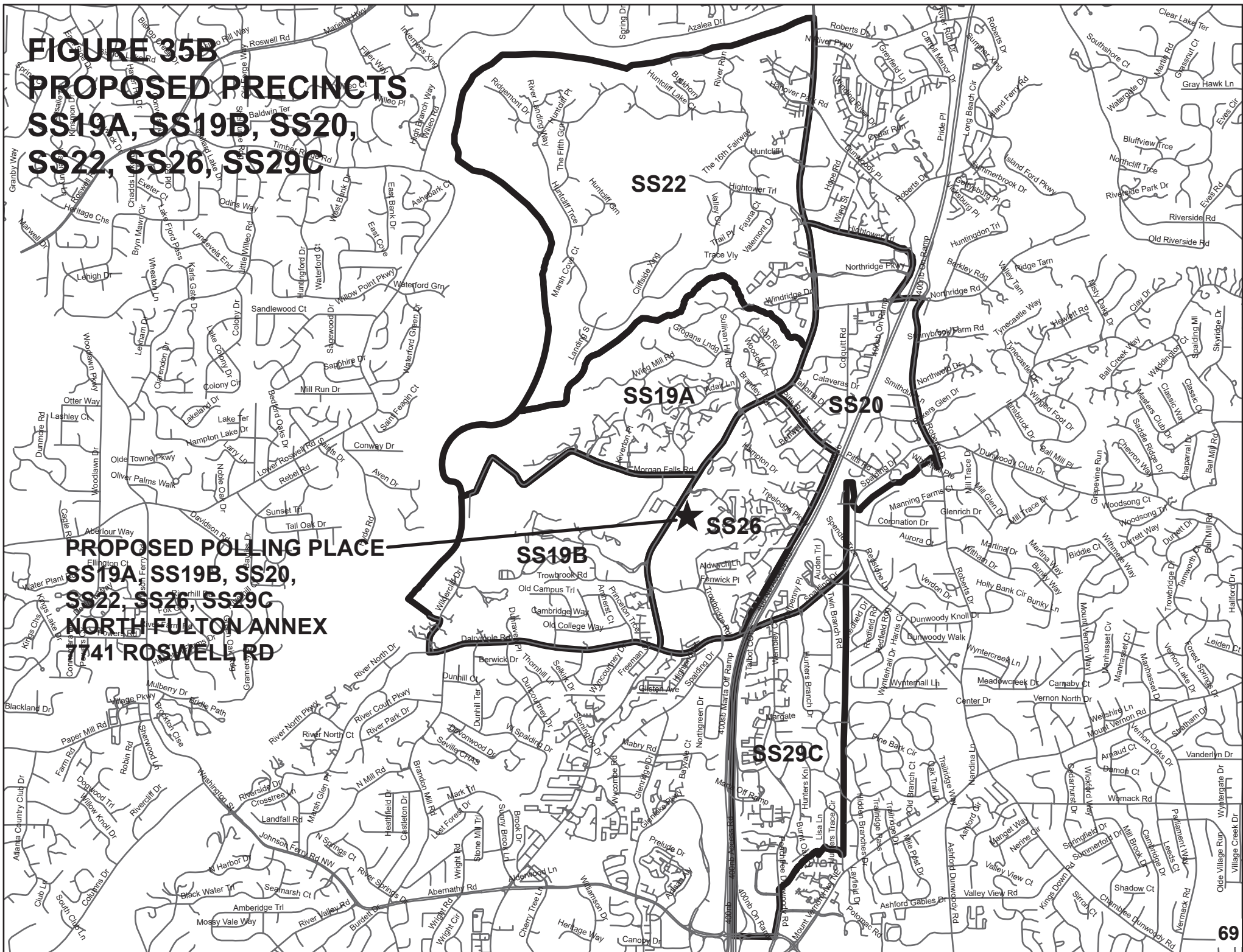
EXISTING POLLING PLACE  
SS20, SS29B, SS29C  
WOODLAND ELEMENTARY SCHOOL  
4430 SPALDING DR





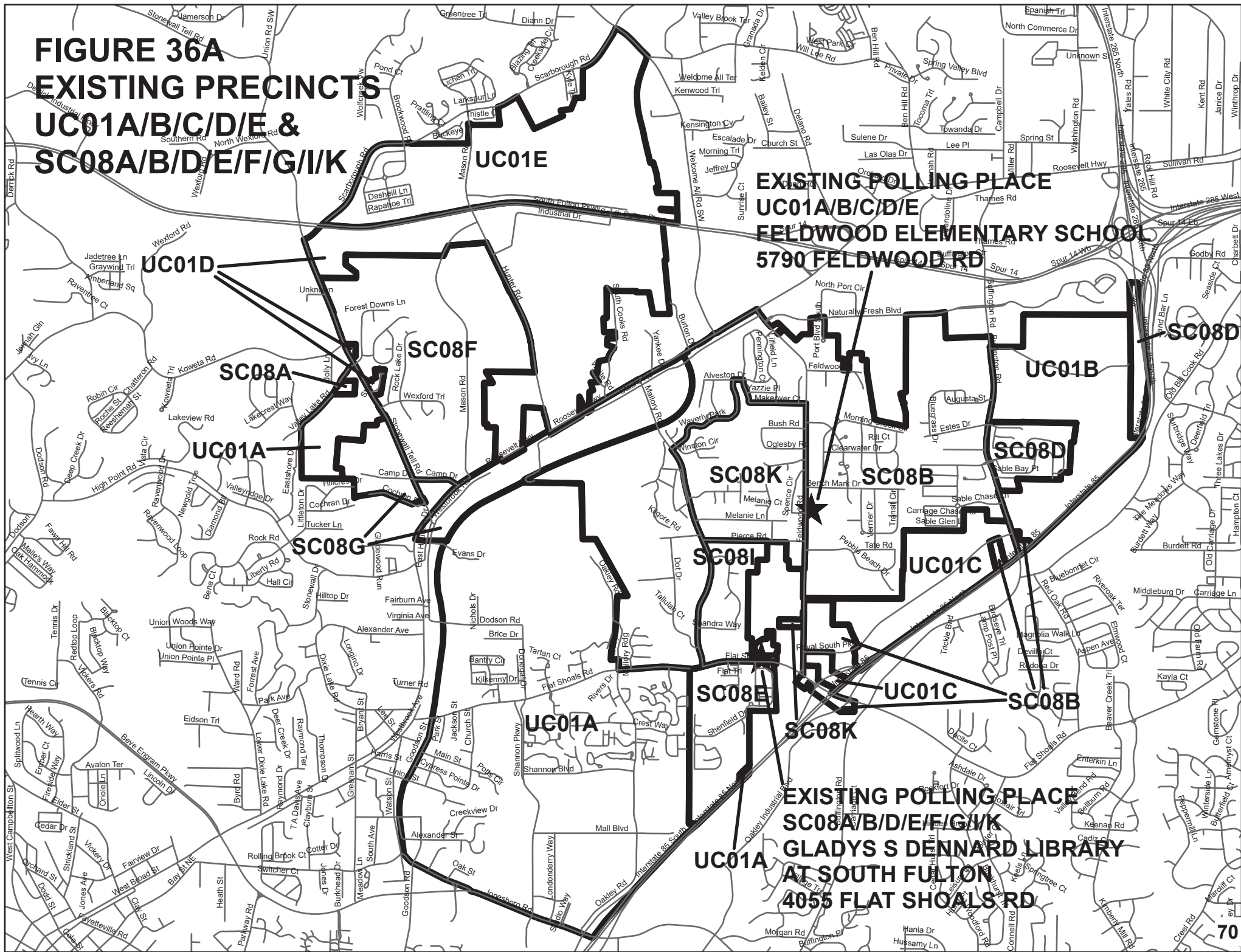
**FIGURE 35B**  
**PROPOSED PRECINCTS**  
**SS19A, SS19B, SS20,**  
**SS22, SS26, SS29C**

**PROPOSED POLLING PLACE**  
**SS19A, SS19B, SS20,**  
**SS22, SS26, SS29C**  
**NORTH FULTON ANNEX**  
**7741 ROSWELL RD**

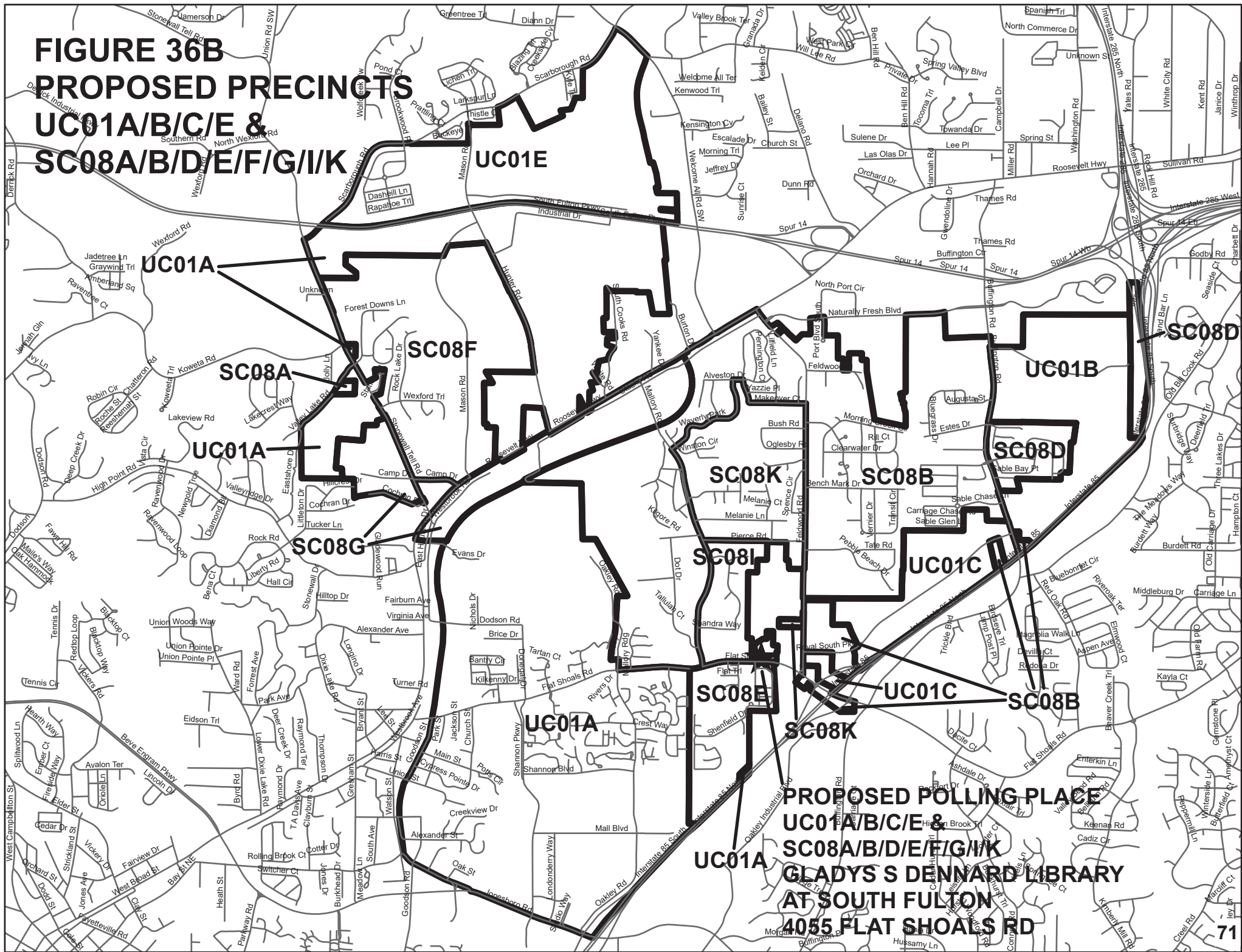




# FIGURE 36A EXISTING PRECINCTS UC01A/B/C/D/E & SC08A/B/D/E/F/G/I/K

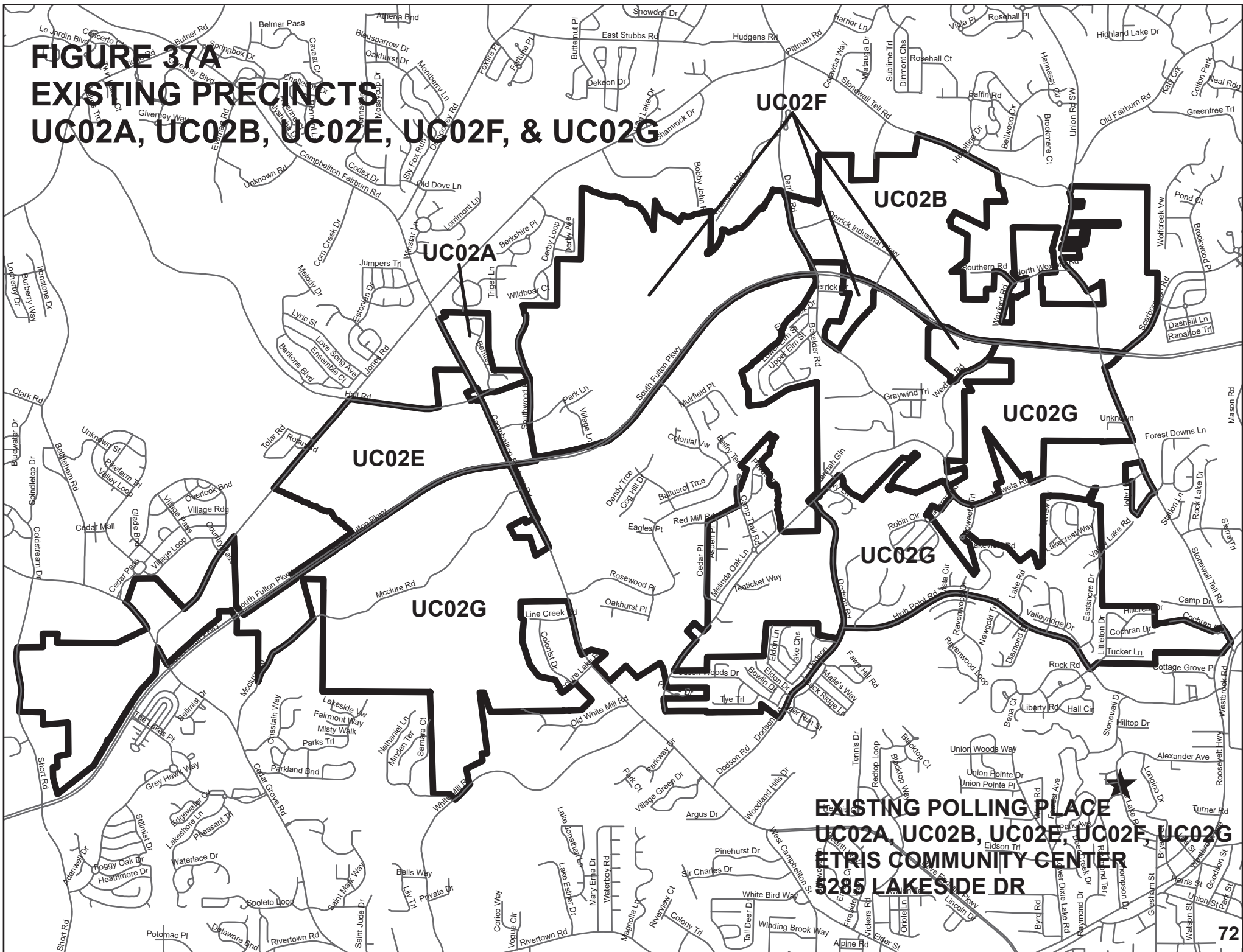


# FIGURE 36B PROPOSED PRECINCTS UC01A/B/C/E & SC08A/B/D/E/F/G/I/K



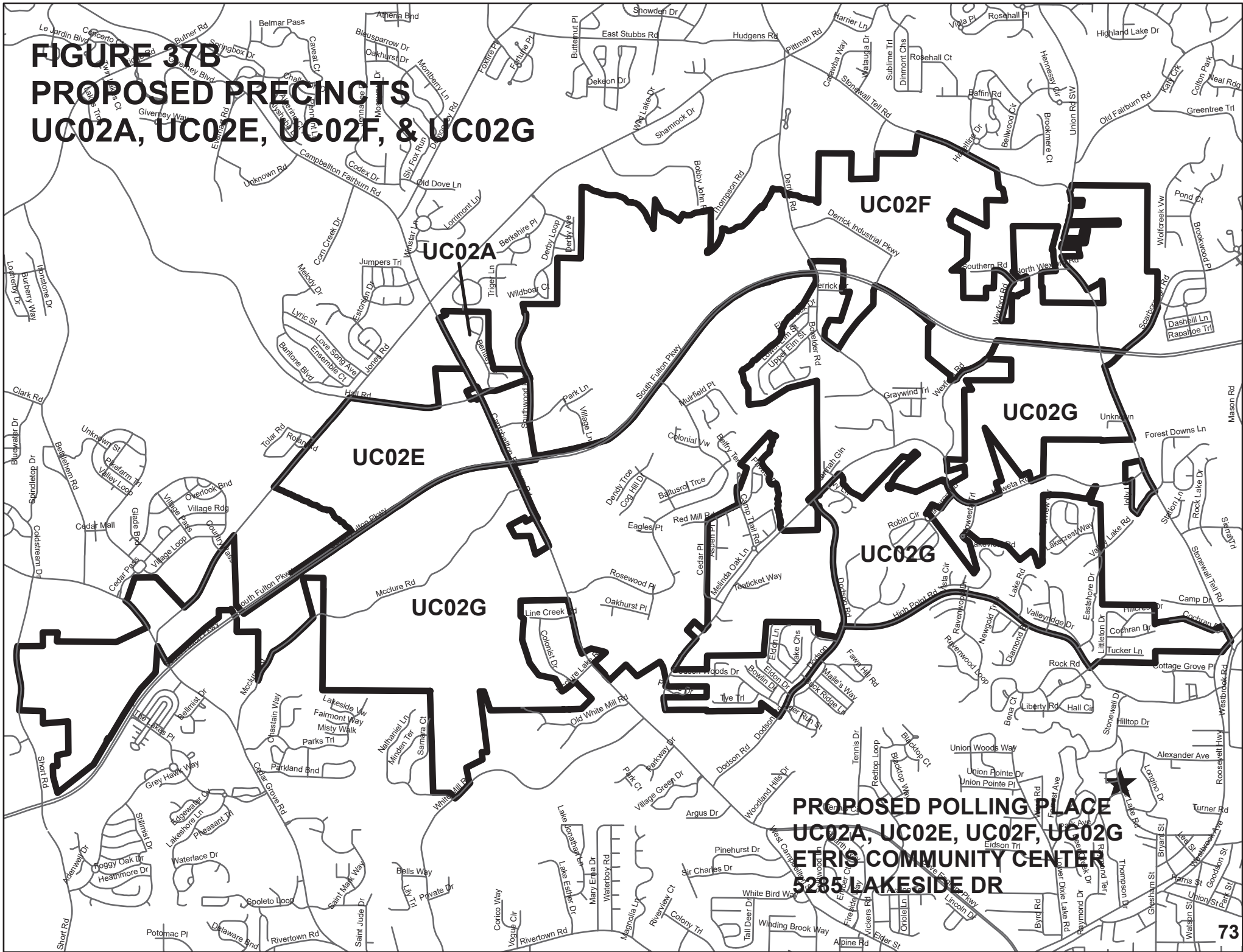


# FIGURE 37A EXISTING PRECINCTS UC02A, UC02B, UC02E, UC02F, & UC02G



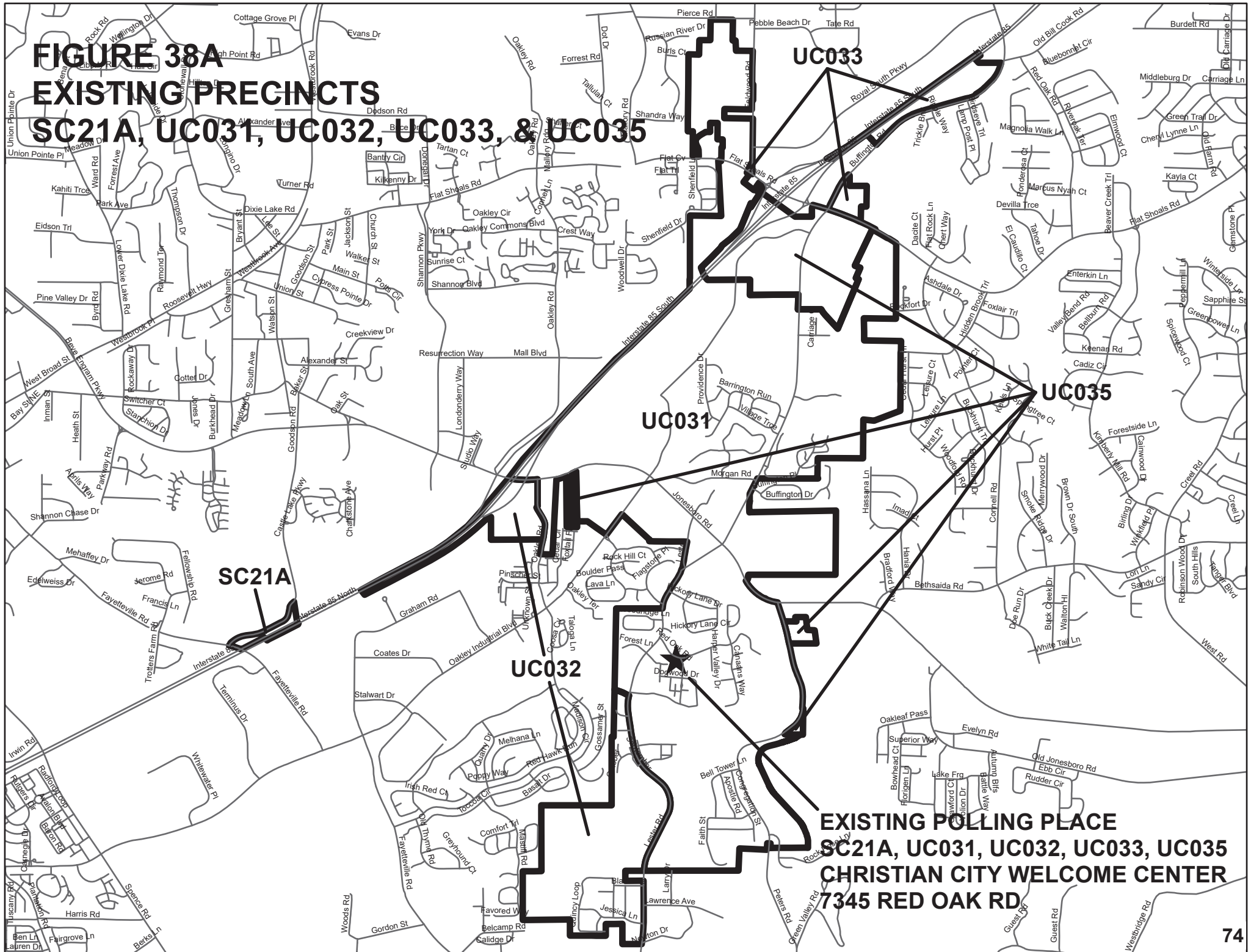
**EXISTING POLLING PLACE**  
**UC02A, UC02B, UC02E, UC02F, UC02G**  
**ETRIS COMMUNITY CENTER**  
**5285 LAKESIDE DR**

# FIGURE 37B PROPOSED PRECINCTS UC02A, UC02E, UC02F, & UC02G



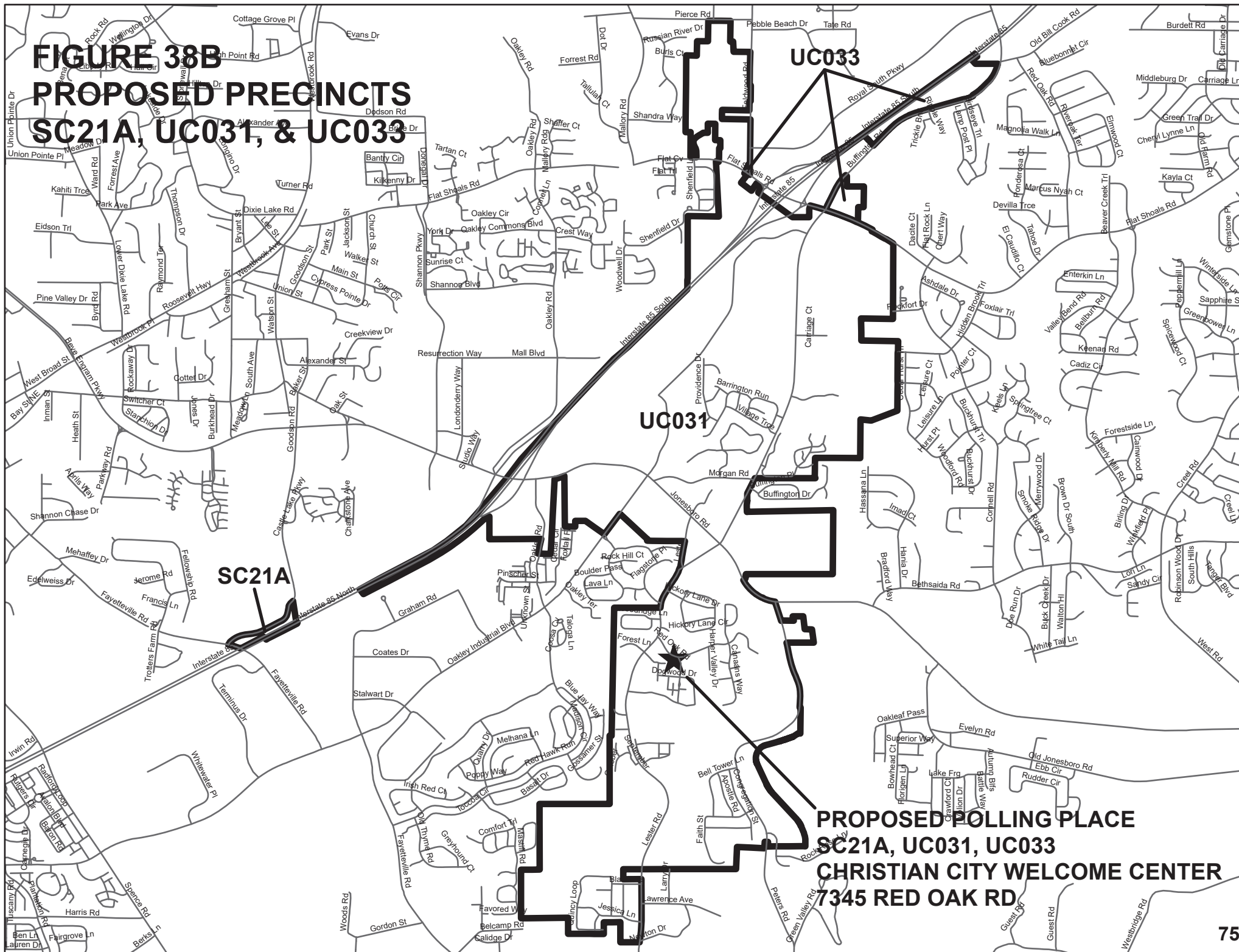


# FIGURE 38A EXISTING PRECINCTS SC21A, UC031, UC032, UC033, & UC035





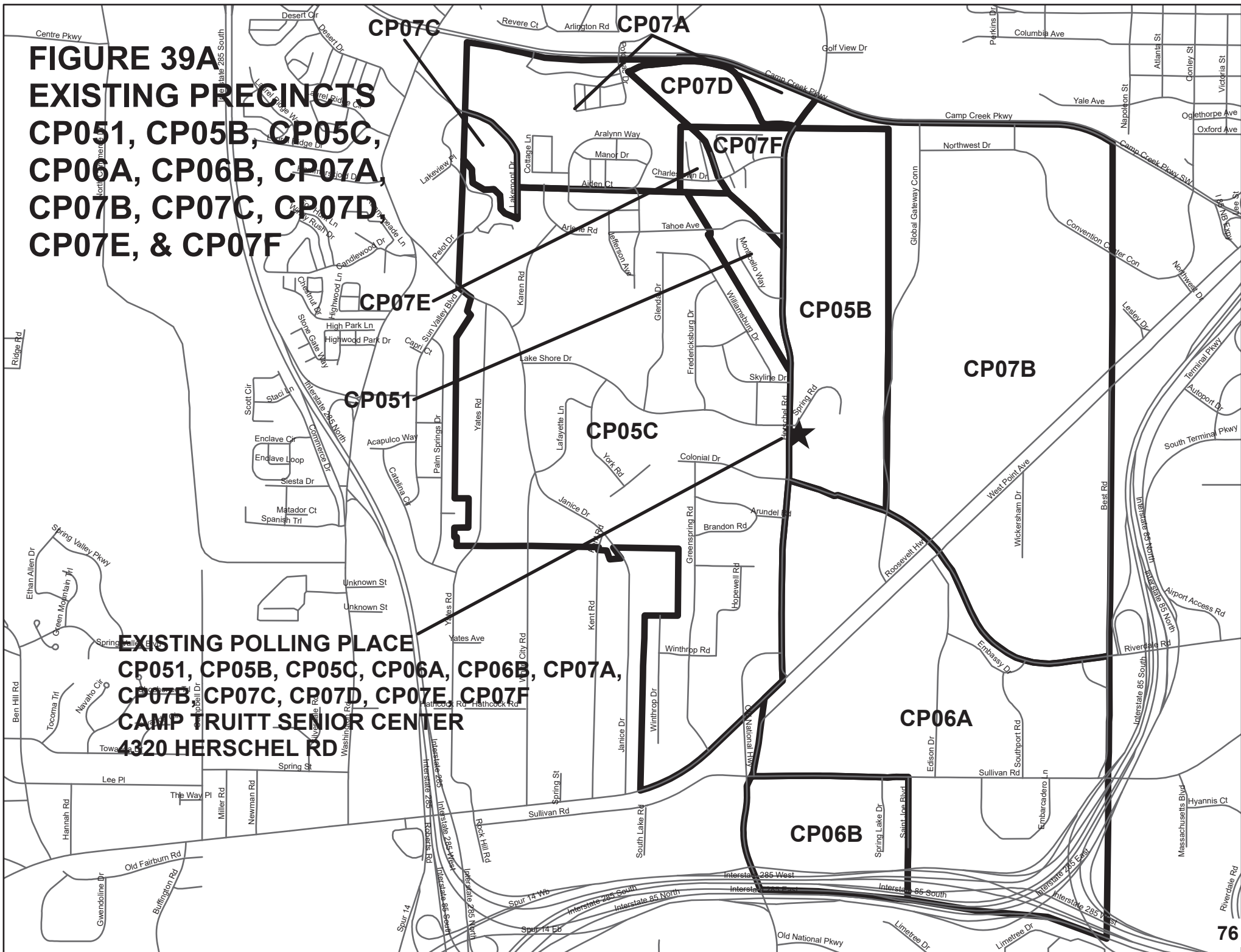
# FIGURE 38B PROPOSED PRECINCTS SC21A, UC031, & UC033



**PROPOSED POLLING PLACE  
SC21A, UC031, UC033  
CHRISTIAN CITY WELCOME CENTER  
7345 RED OAK RD**

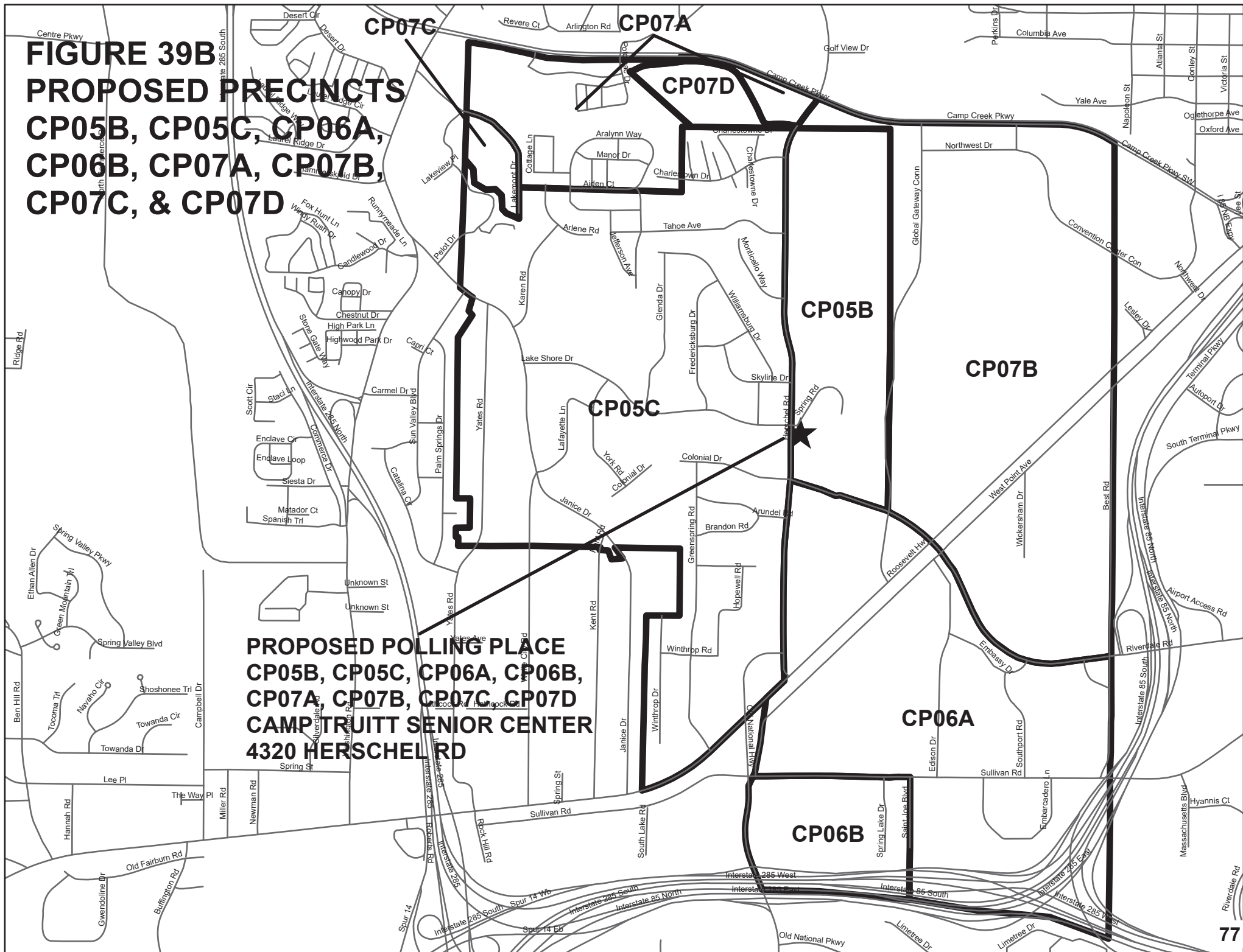
# **FIGURE 39A** **EXISTING PRECINCTS** **CP051, CP05B, CP05C,** **CP06A, CP06B, CP07A,** **CP07B, CP07C, CP07D,** **CP07E, & CP07F**

**EXISTING POLLING PLACE**  
**CP051, CP05B, CP05C, CP06A, CP06B, CP07A,**  
**CP07B, CP07C, CP07D, CP07E, CP07F**  
**CAMP TRUITT SENIOR CENTER**  
**4320 HERSCHEL RD**



## FIGURE 39B PROPOSED PRECINCTS

**PROPOSED POLLING PLACE**  
**CP05B, CP05C, CP06A, CP06B,**  
**CP07A, CP07B, CP07C, CP07D**  
**CAMPBELL TRUITT SENIOR CENTER**  
**4320 HERSCHEL RD**





# FIGURE 40A

## EXISTING PRECINCTS

CP04B, CP05B, CP05C,  
CP06A, CP06B, CP07A,  
CP07B, CP07C, & CP07D

## EXISTING POLLING PLACE

CP04B

COLLEGE PARK AUDITORIUM

3631 MAIN ST



CP07C

CP07A

CP07D

CP04B

CP05B

CP05C

CP07B

CP06A

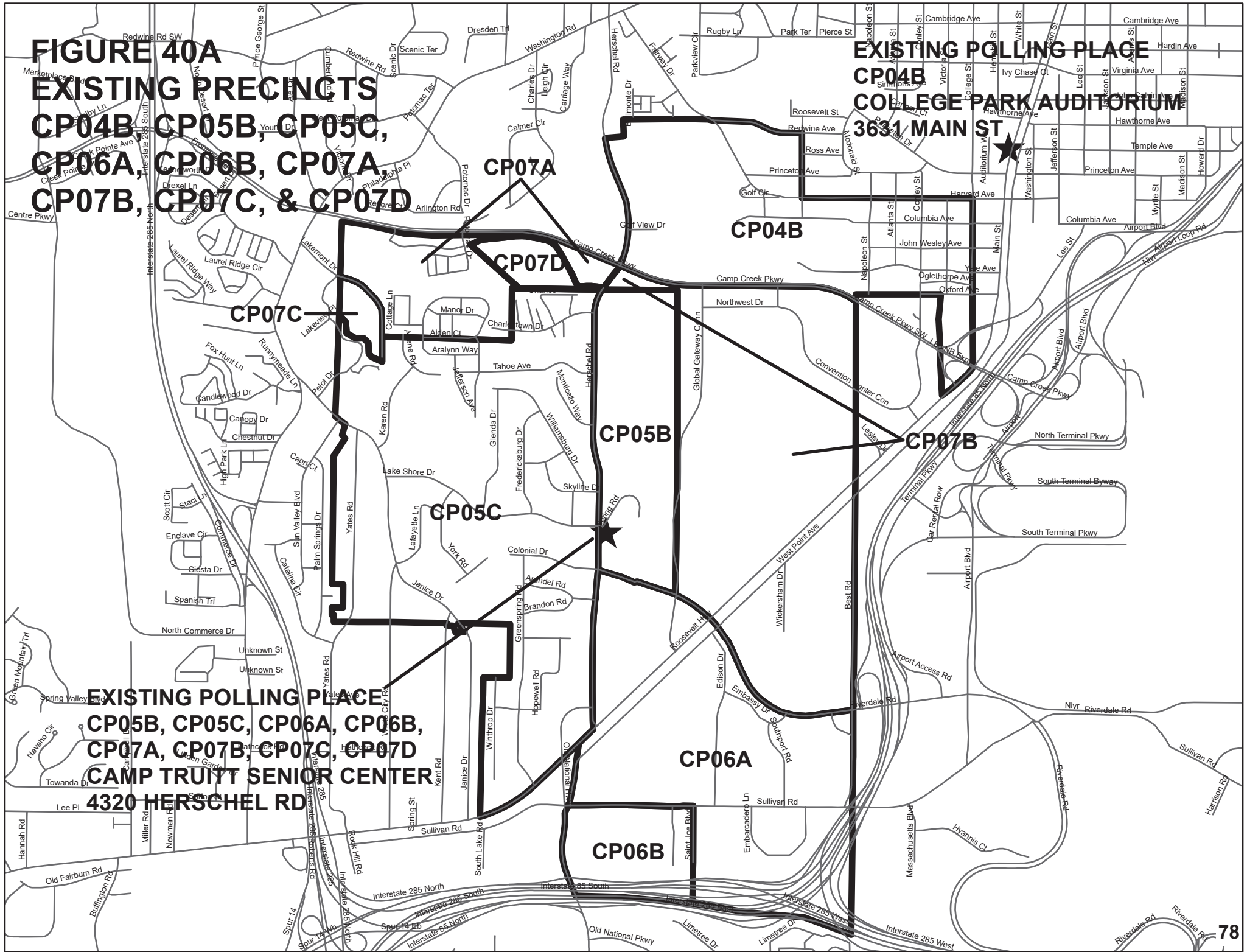
CP06B

## EXISTING POLLING PLACE

CP05B, CP05C, CP06A, CP06B,  
CP07A, CP07B, CP07C, CP07D

CAMP TRUITT SENIOR CENTER

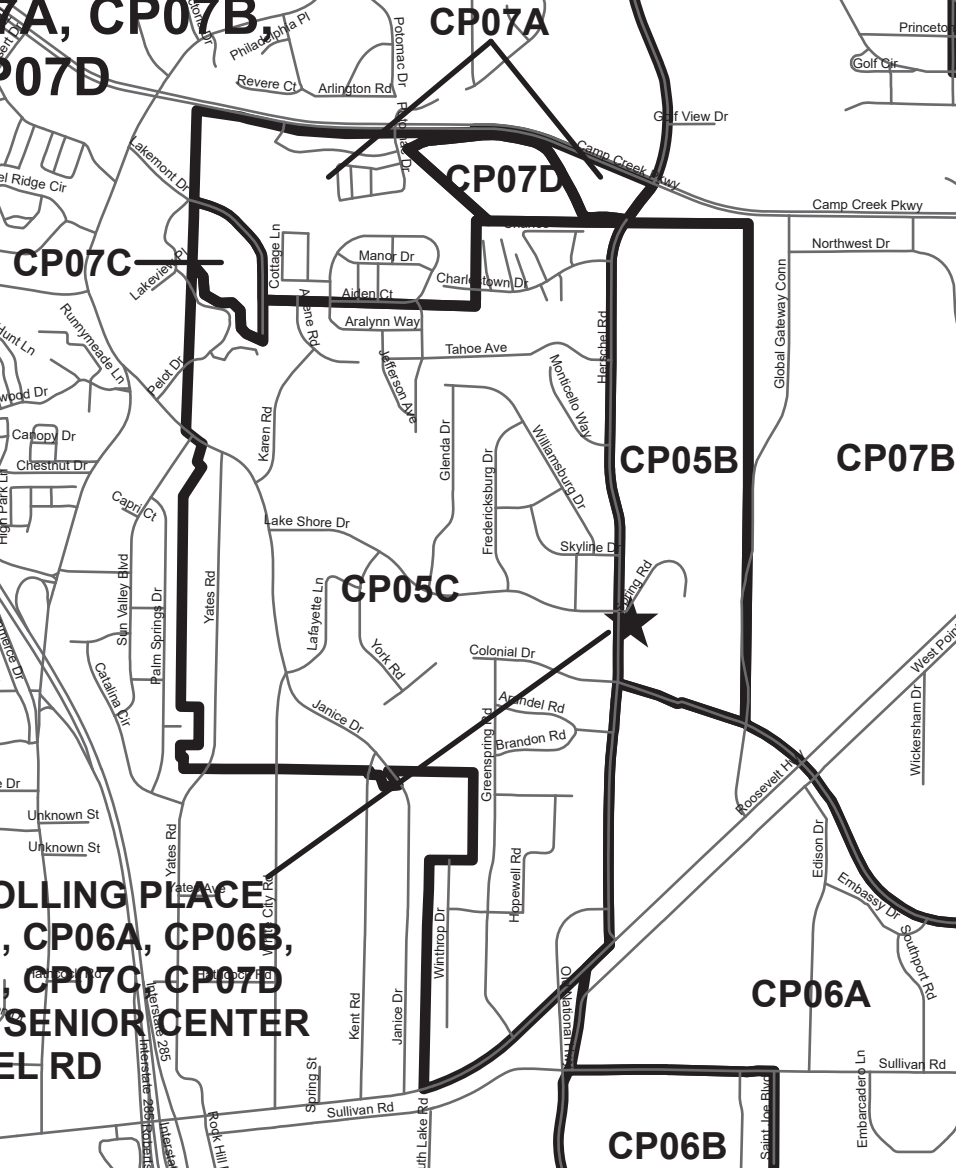
4320 HERSCHEL RD



# FIGURE 40B

## PROPOSED PRECINCTS

### CP05B, CP05C, CP06A, CP06B, CP07A, CP07B, CP07C, & CP07D



## PROPOSED POLLING PLACE

### CP05B, CP05C, CP06A, CP06B, CP07A, CP07B, CP07C, CP07D

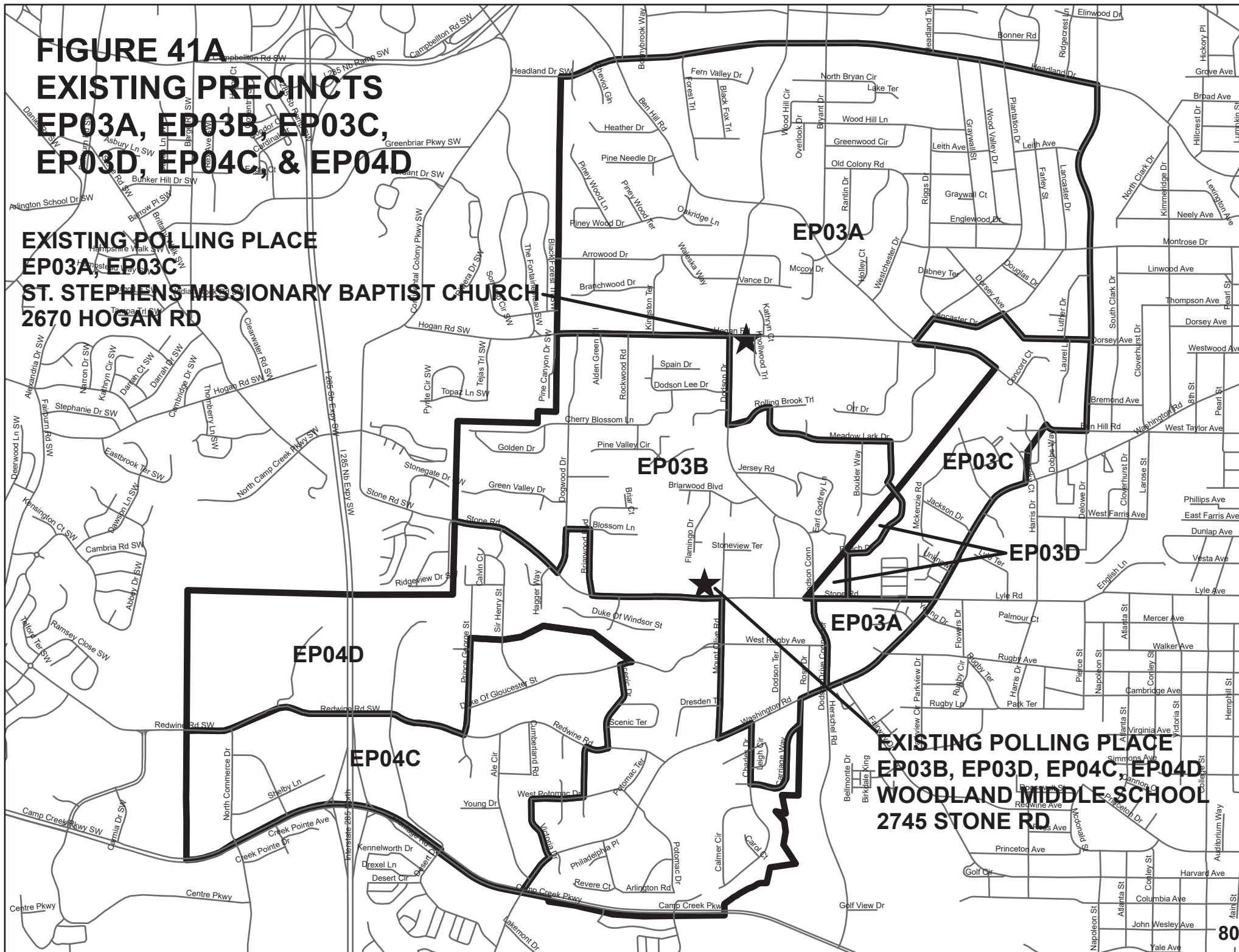
#### CAMP TRUITT SENIOR CENTER

#### 4320 HERSCHEL RD



**FIGURE 41A**  
**EXISTING PRECINCTS**  
**EP03A, EP03B, EP03C,**  
**EP03D, EP04C, & EP04D**

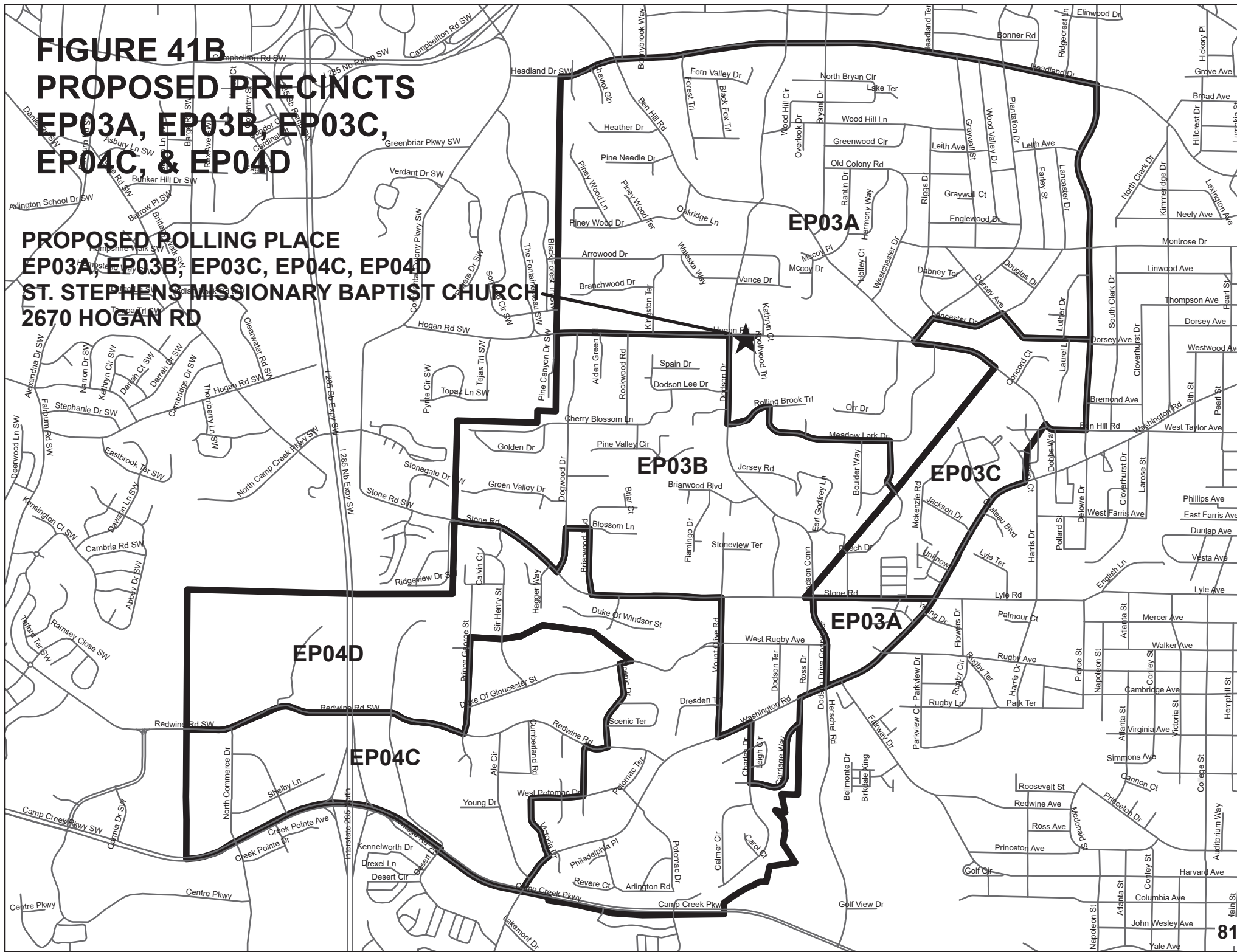
**EXISTING POLLING PLACE**  
**EP03A, EP03C**  
**ST. STEPHENS MISSIONARY BAPTIST CHURCH**  
**2670 HOGAN RD**



**EXISTING POLLING PLACE**  
**EP03B, EP03D, EP04C, EP04D**  
**WOODLAND MIDDLE SCHOOL**  
**2745 STONE RD**

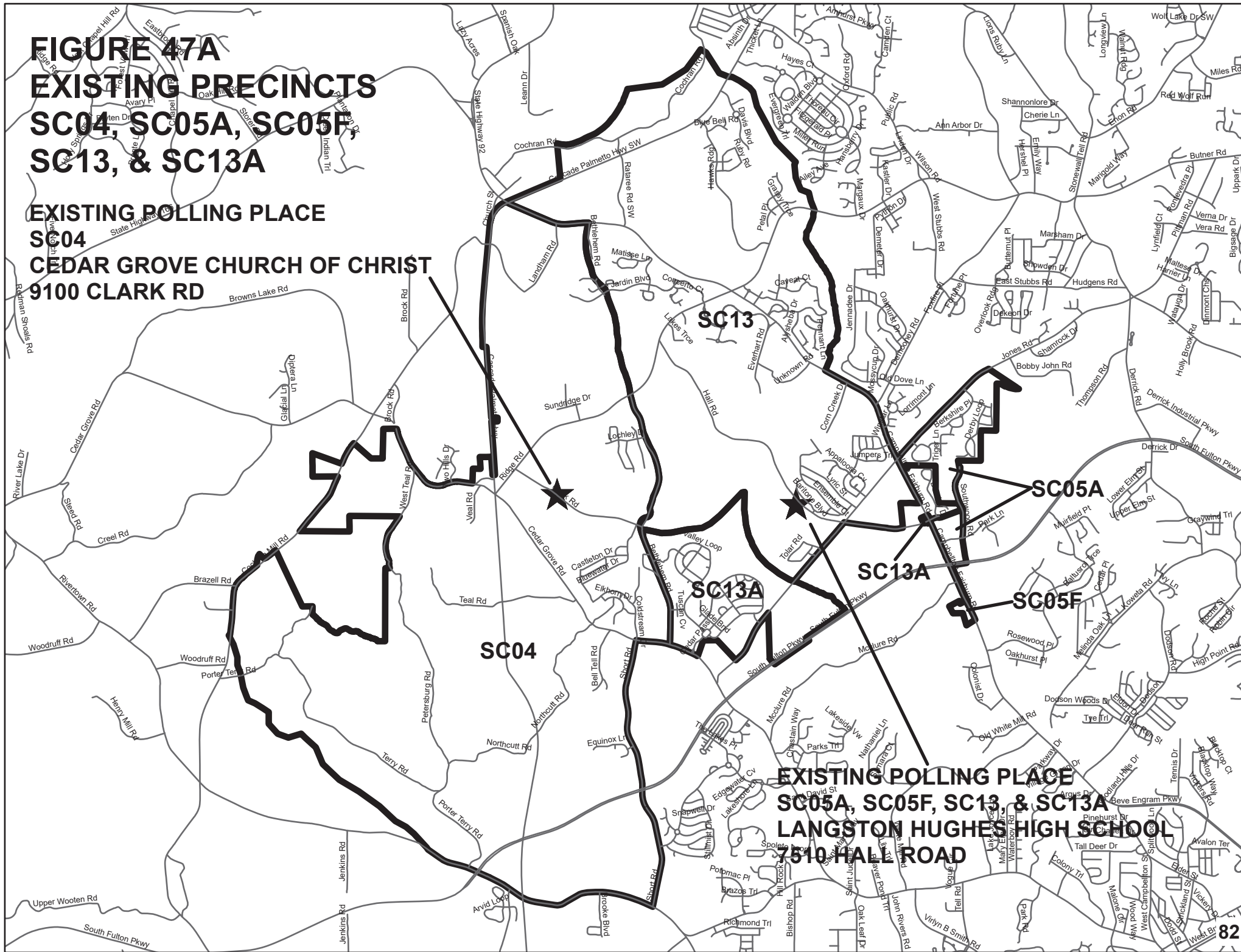
# FIGURE 41B PROPOSED PRECINCTS EP03A, EP03B, EP03C, EP04C, & EP04D

PROPOSED POLLING PLACE  
EP03A, EP03B, EP03C, EP04C, EP04D  
ST. STEPHENS MISSIONARY BAPTIST CHURCH  
2670 HOGAN RD



# FIGURE 47A EXISTING PRECINCTS SC04, SC05A, SC05F, SC13, & SC13A

EXISTING POLLING PLACE  
SC04  
CEDAR GROVE CHURCH OF CHRIST  
9100 CLARK RD

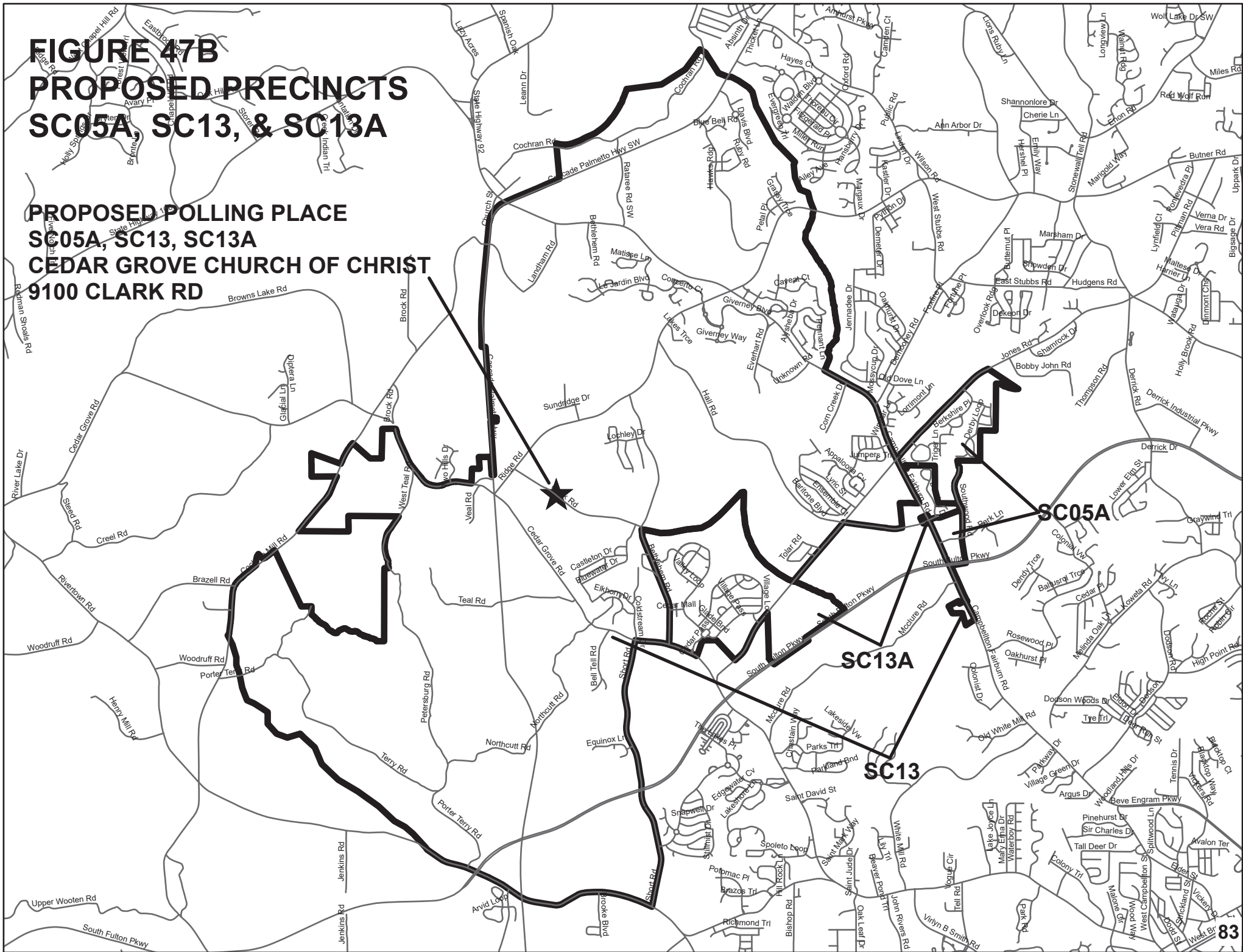


EXISTING POLLING PLACE  
SC05A, SC05F, SC13, & SC13A  
LANGSTON HUGHES HIGH SCHOOL  
7510 HALL ROAD



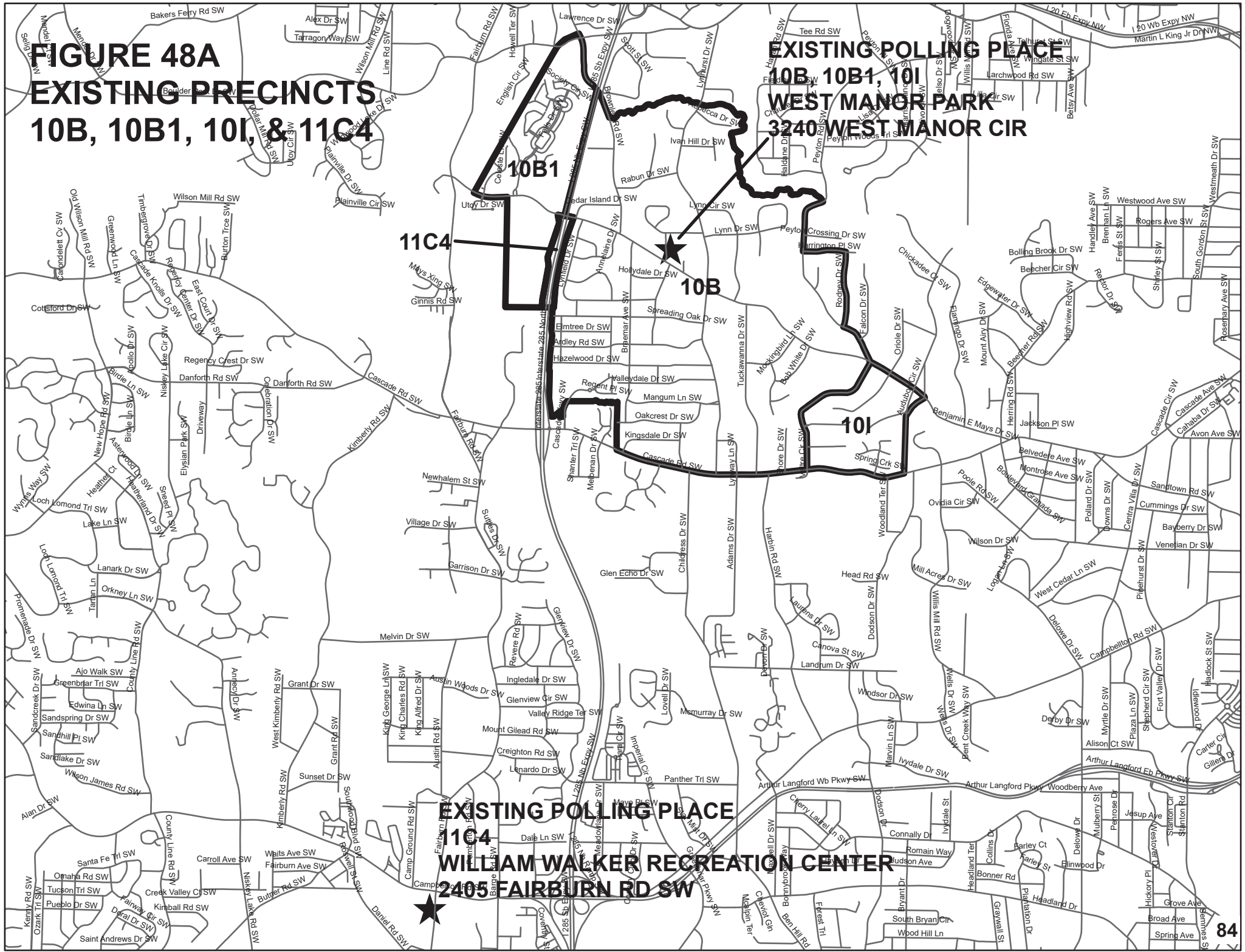
# FIGURE 47B PROPOSED PRECINCTS SC05A, SC13, & SC13A

PROPOSED POLLING PLACE  
SC05A, SC13, SC13A  
CEDAR GROVE CHURCH OF CHRIST  
9100 CLARK RD





# FIGURE 48A EXISTING PRECINCTS 10B, 10B1, 10I, & 11C4



**EXISTING POLLING PLACE**  
**10B, 10B1, 10I**  
**WEST MANOR PARK**  
**3240 WEST MANOR CIR**

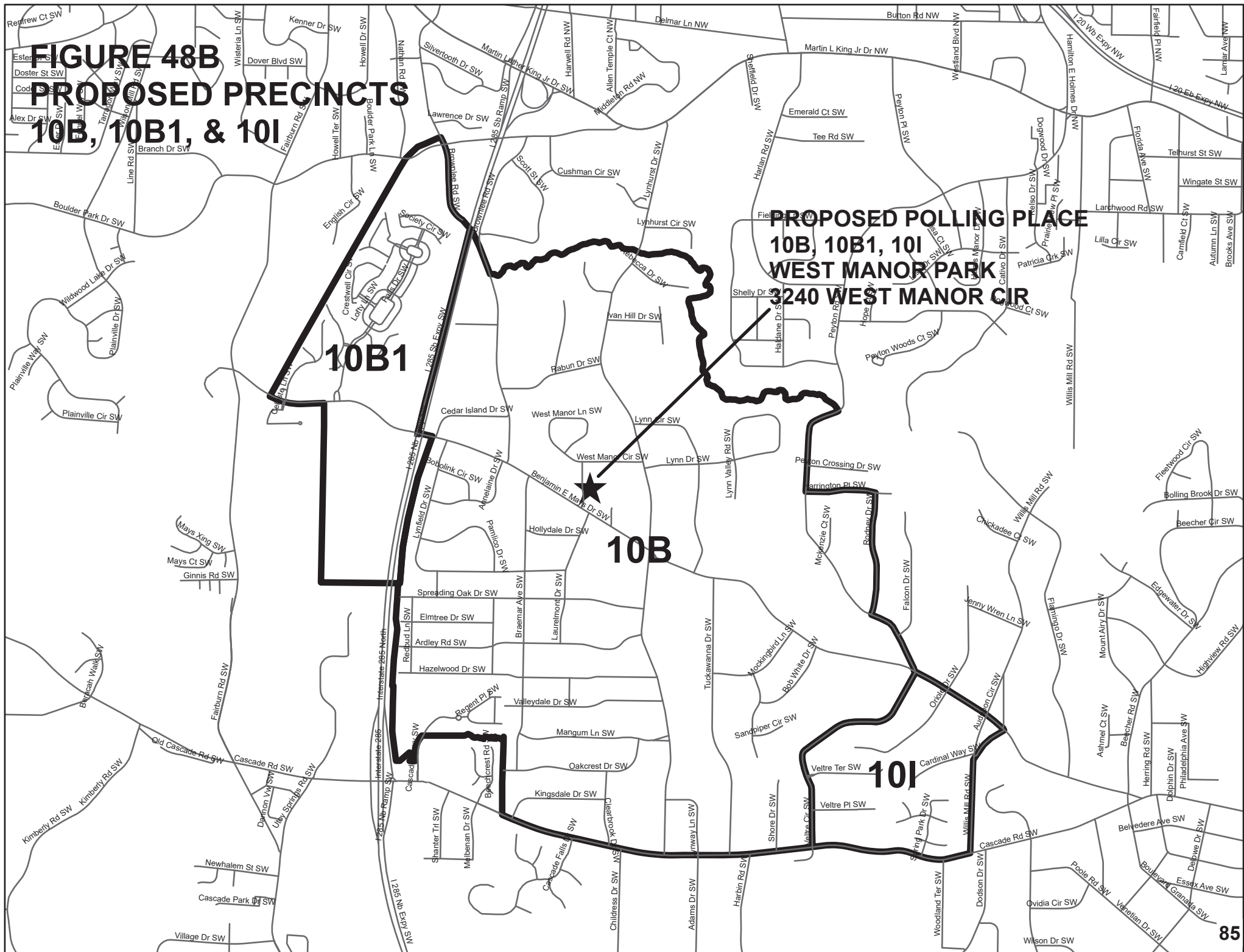
**11C4**

**10B**

**10I**

**EXISTING POLLING PLACE**  
**11C4**  
**WILLIAM WALKER RECREATION CENTER**  
**2405 FAIRBURN RD SW**

**FIGURE 48B**  
**PROPOSED PRECINCTS**  
**10B, 10B1, & 10I**





# FIGURE 49A EXISTING PRECINCTS 01C, 01P, 01S, & 12E2

EXISTING POLLING PLACE  
01C, 01P, 01S  
DOBBS ELEMENTARY SCHOOL  
2025 JONESBORO RD SE

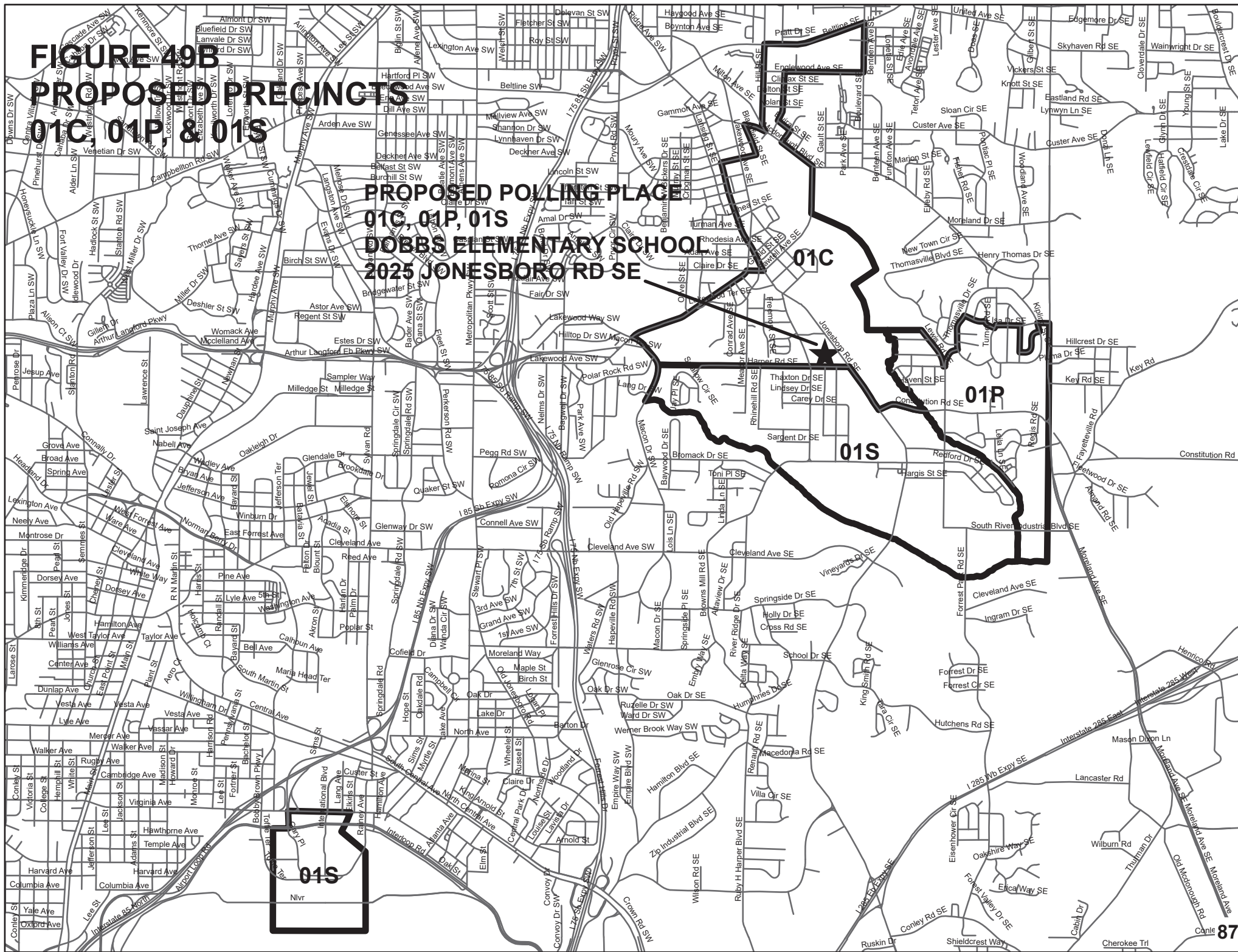
EXISTING POLLING PLACE  
12E2  
ROSEL FANN RECREATION CENTER  
365 CLEVELAND AVE SE

12E2



# FIGURE 49B PROPOSED PRECINCTS 01C, 01P, & 01S

PROPOSED POLLING PLACE  
01C, 01P, 01S  
DOBBS ELEMENTARY SCHOOL  
2025 JONESBORO RD SE





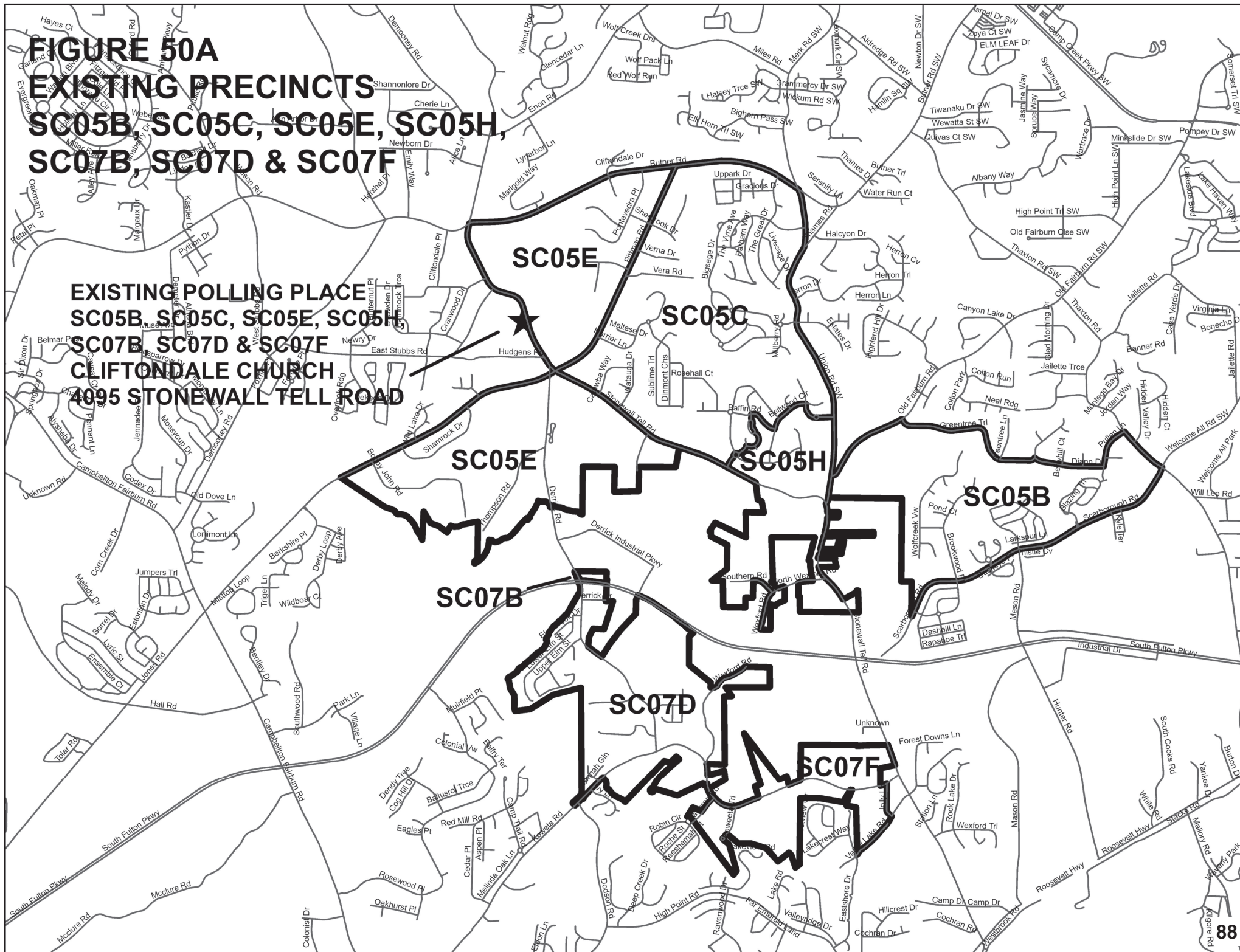
# FIGURE 50A

## EXISTING PRECINCTS

**SC05B, SC05C, SC05E, SC05H,  
SC07B, SC07D & SC07F**

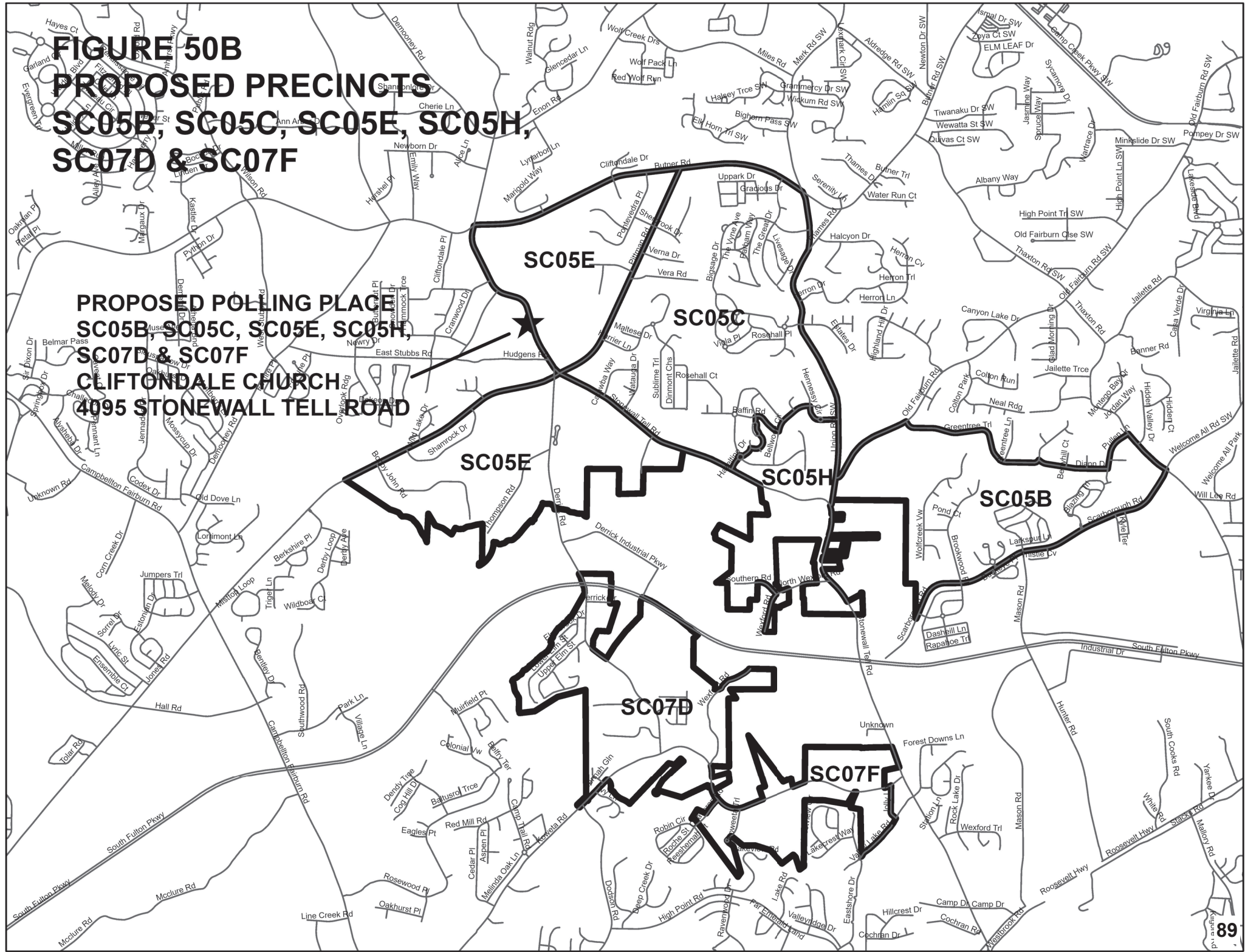
## EXISTING POLLING PLACE

**SC05B, SC05C, SC05E, SC05H,  
SC07B, SC07D & SC07F**  
**CLIFTONDALE CHURCH**  
**4095 STONEWALL TELL ROAD**



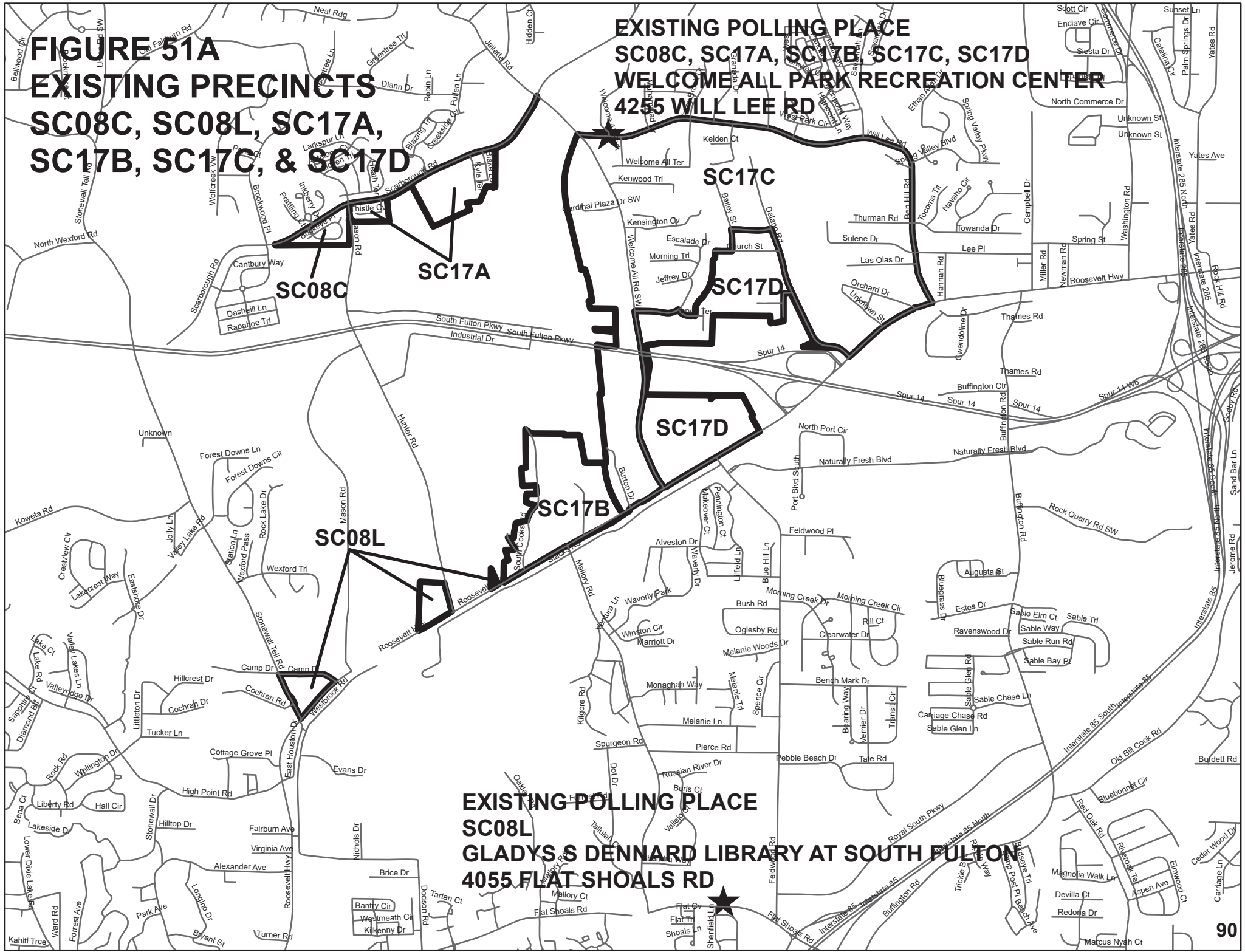
**FIGURE 50B**  
**PROPOSED PRECINCTS**  
**SC05B, SC05C, SC05E, SC05H,**  
**SC07D & SC07F**

**PROPOSED POLLING PLACE**  
**SC05B, SC05C, SC05E, SC05H,**  
**SC07D & SC07F**  
**CLIFTONDALE CHURCH**  
**4095 STONEWALL TELL ROAD**





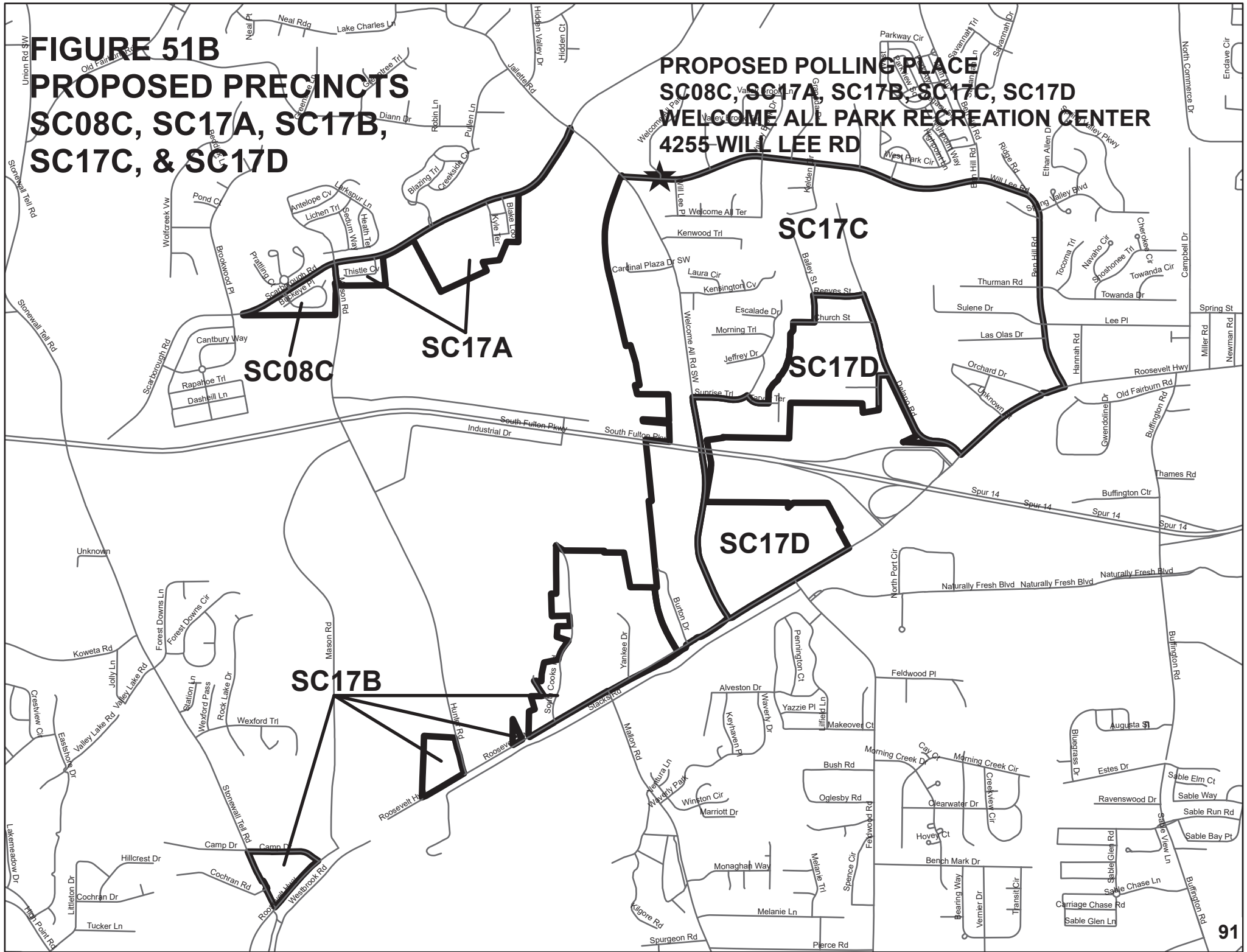
**FIGURE 51A**  
**EXISTING PRECINCTS**  
**SC08C, SC08L, SC17A,**  
**SC17B, SC17C, & SC17D**



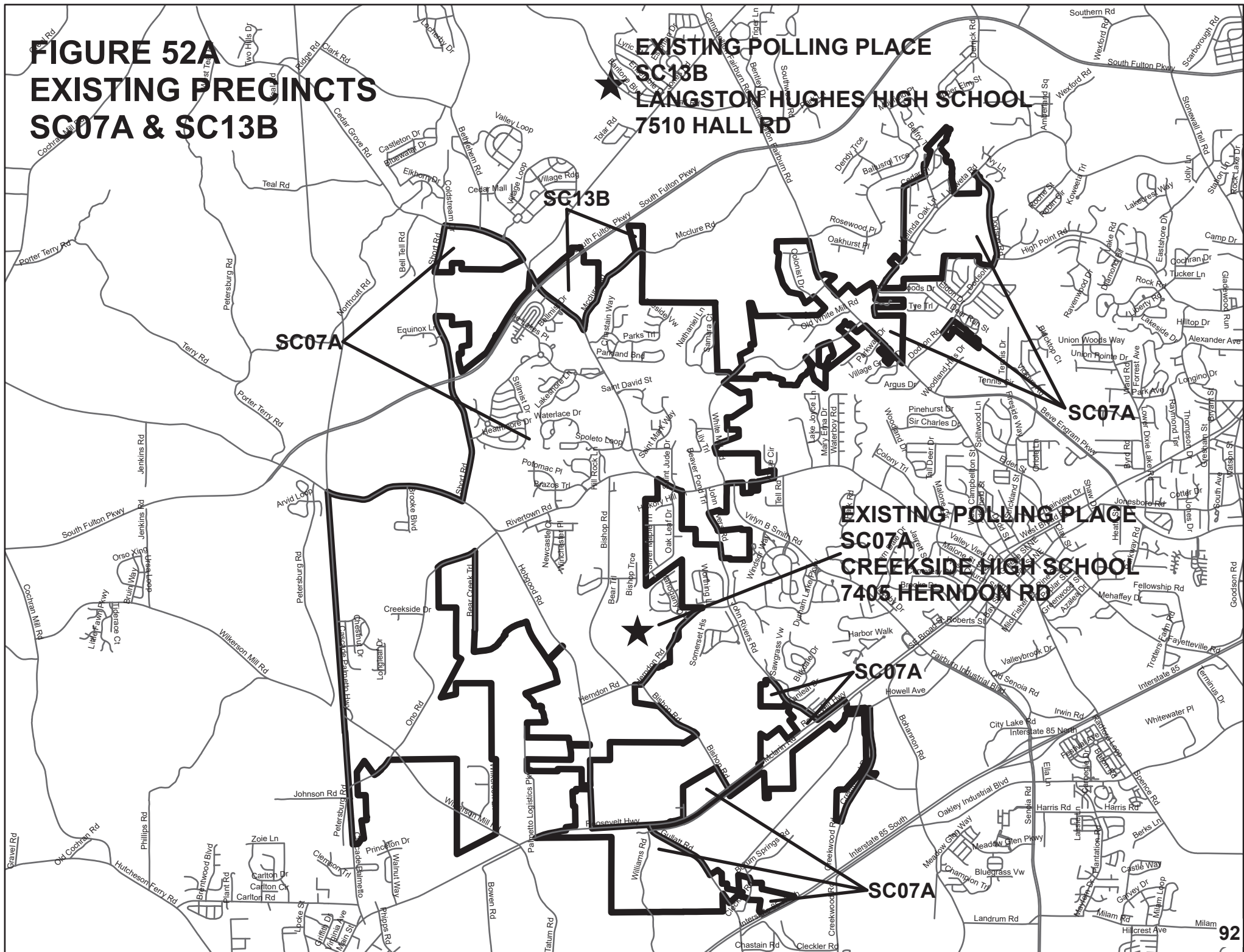


# FIGURE 51B PROPOSED PRECINCTS SC08C, SC17A, SC17B, SC17C, & SC17D

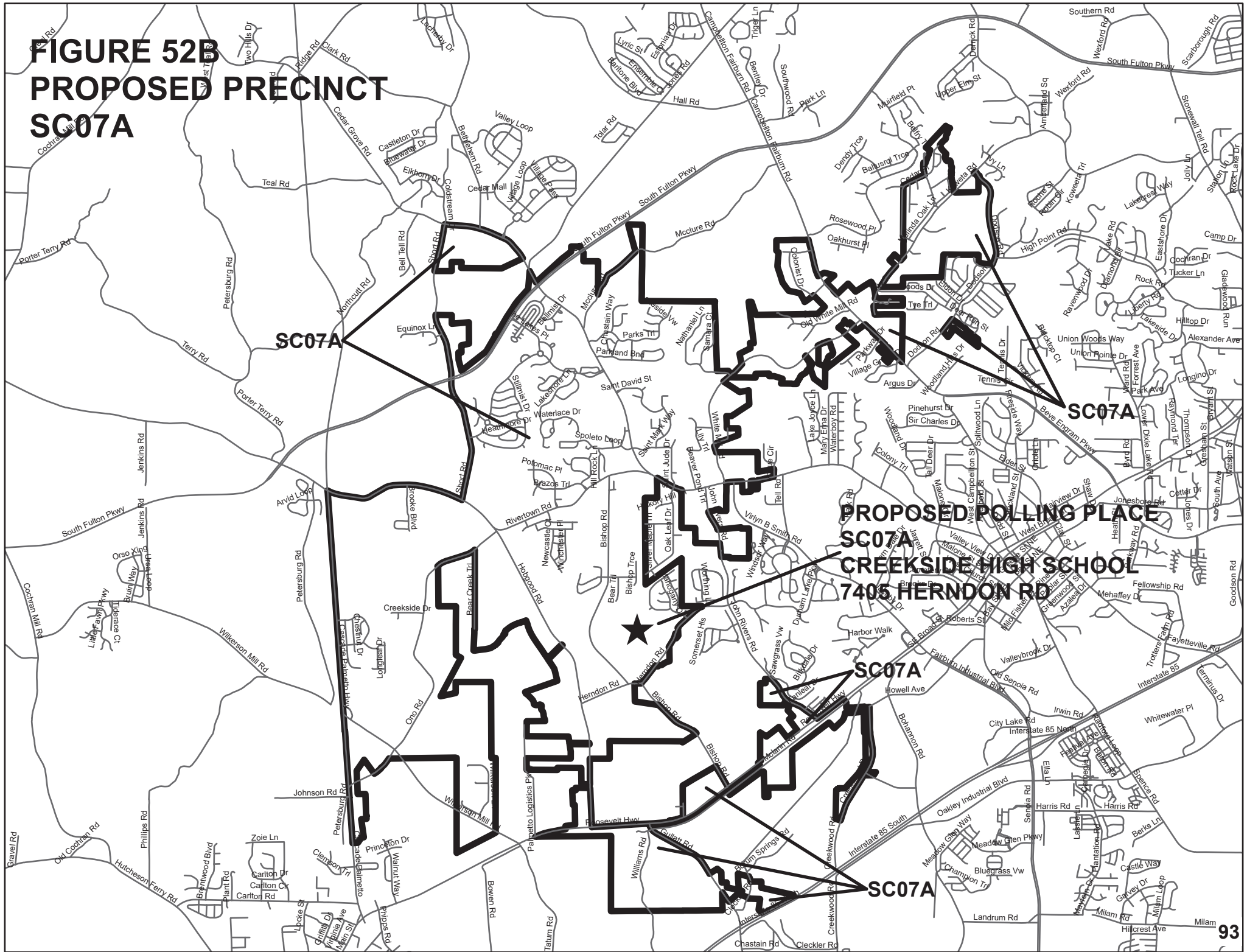
**PROPOSED POLLING PLACE  
SC08C, SC17A, SC17B, SC17C, SC17D  
WELCOME ALL PARK RECREATION CENTER  
4255 WILL LEE RD**



# FIGURE 52A EXISTING PRECINCTS SC07A & SC13B



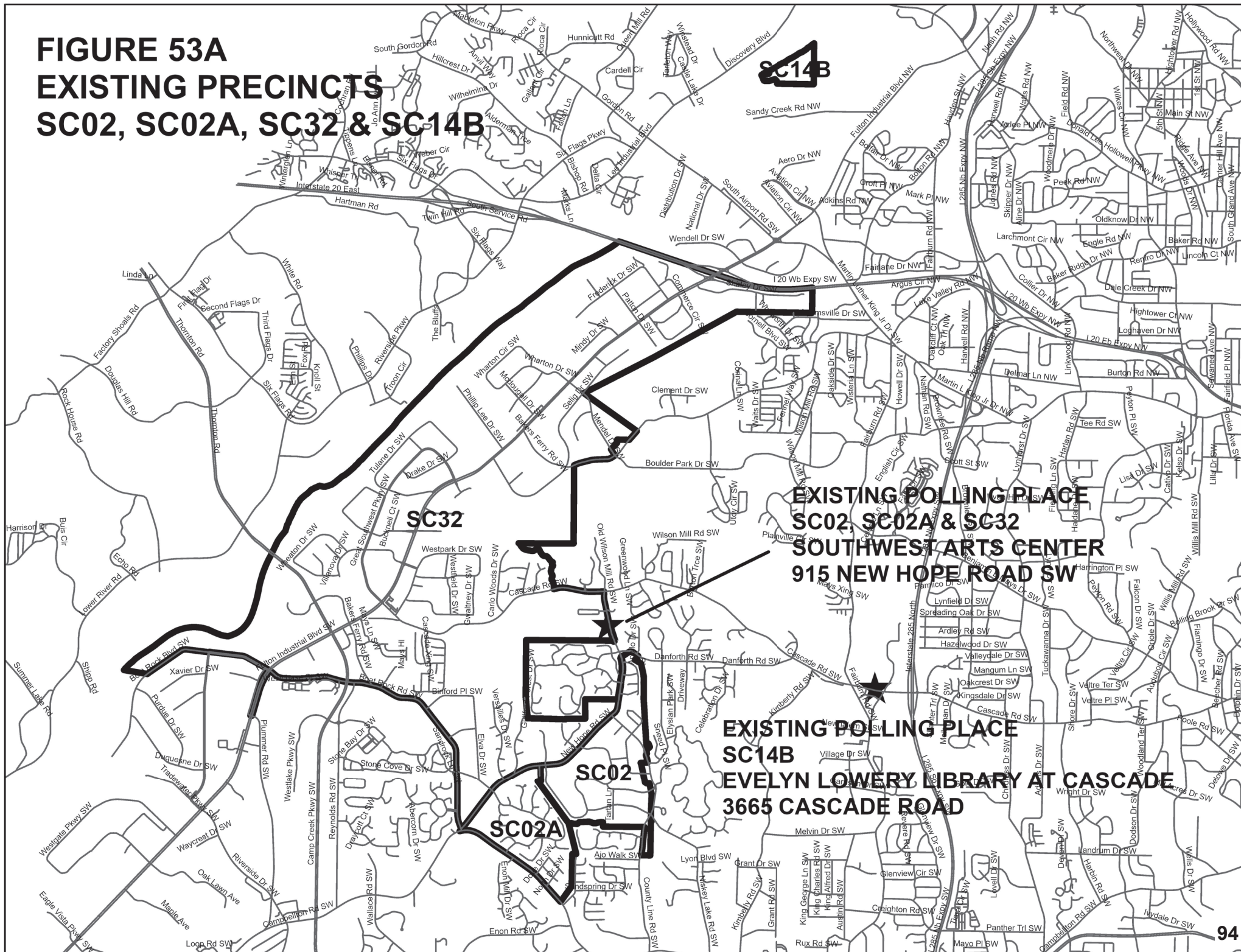
# FIGURE 52B PROPOSED PRECINCT SC07A



**PROPOSED POLLING PLACE  
SC07A  
CREEKSIDE HIGH SCHOOL  
7405 HERNDON RD**

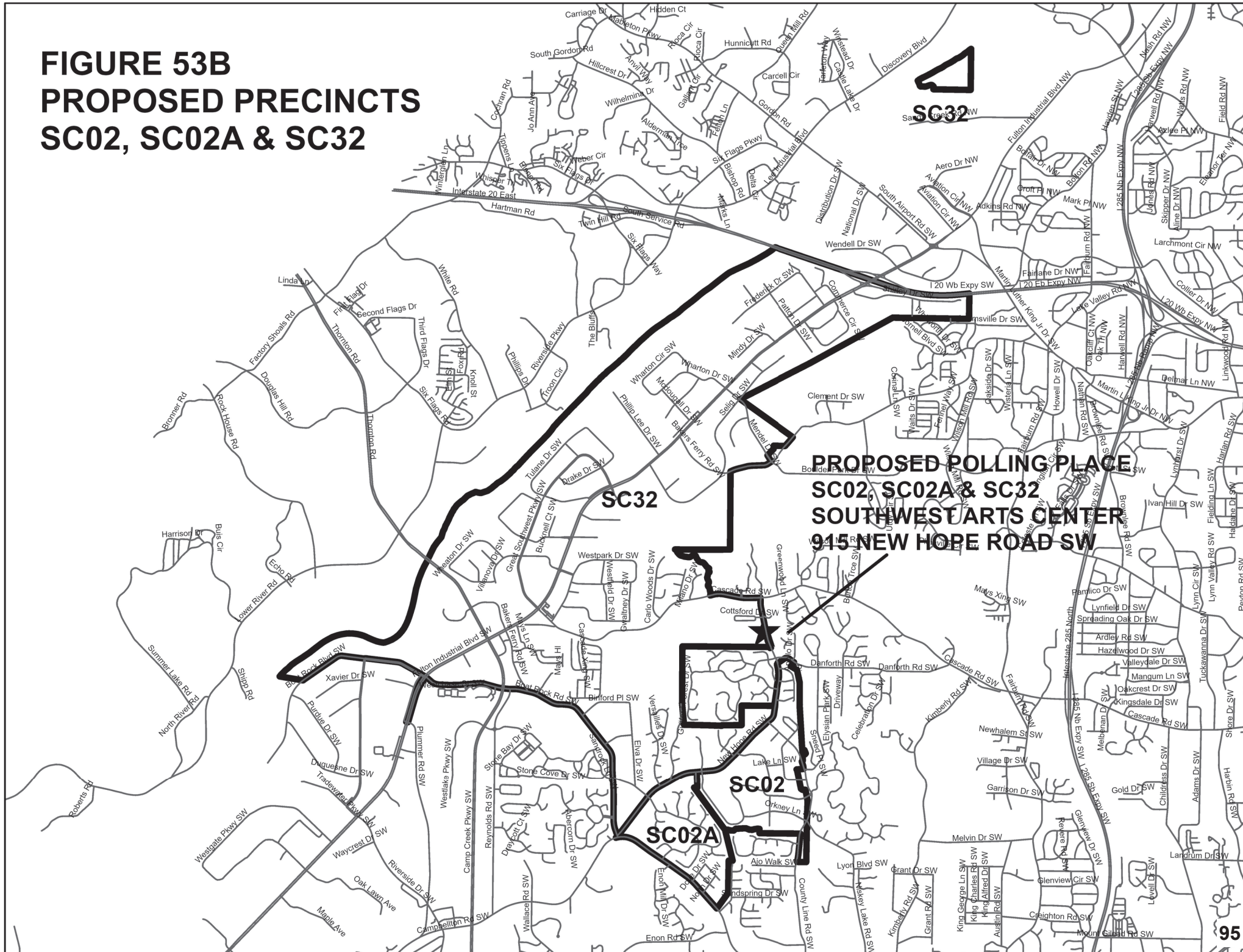


**FIGURE 53A**  
**EXISTING PRECINCTS**  
**SC02, SC02A, SC32 & SC14B**





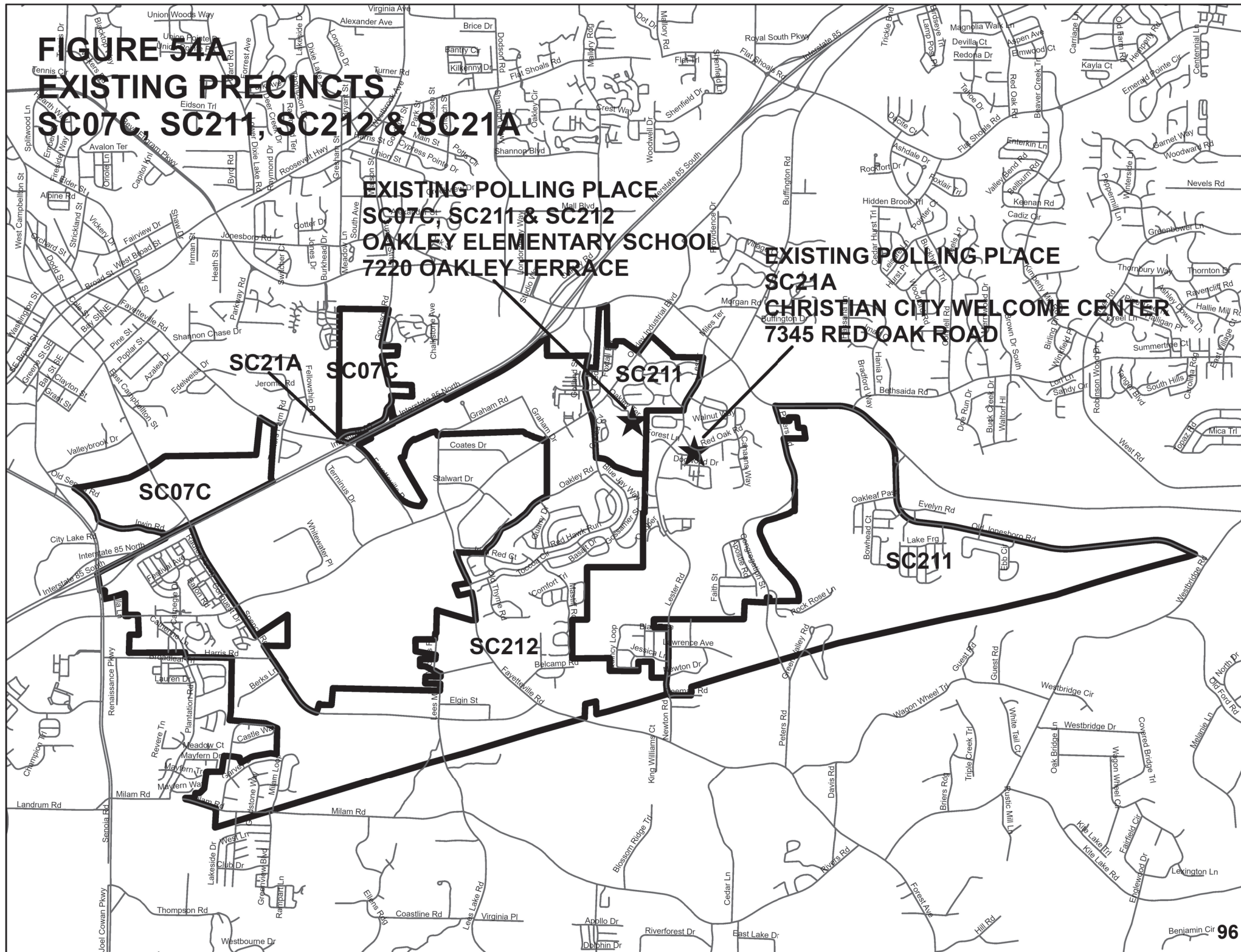
**FIGURE 53B  
PROPOSED PRECINCTS  
SC02, SC02A & SC32**



# FIGURE 54A EXISTING PRECINCTS SC07C, SC211, SC212 & SC21A

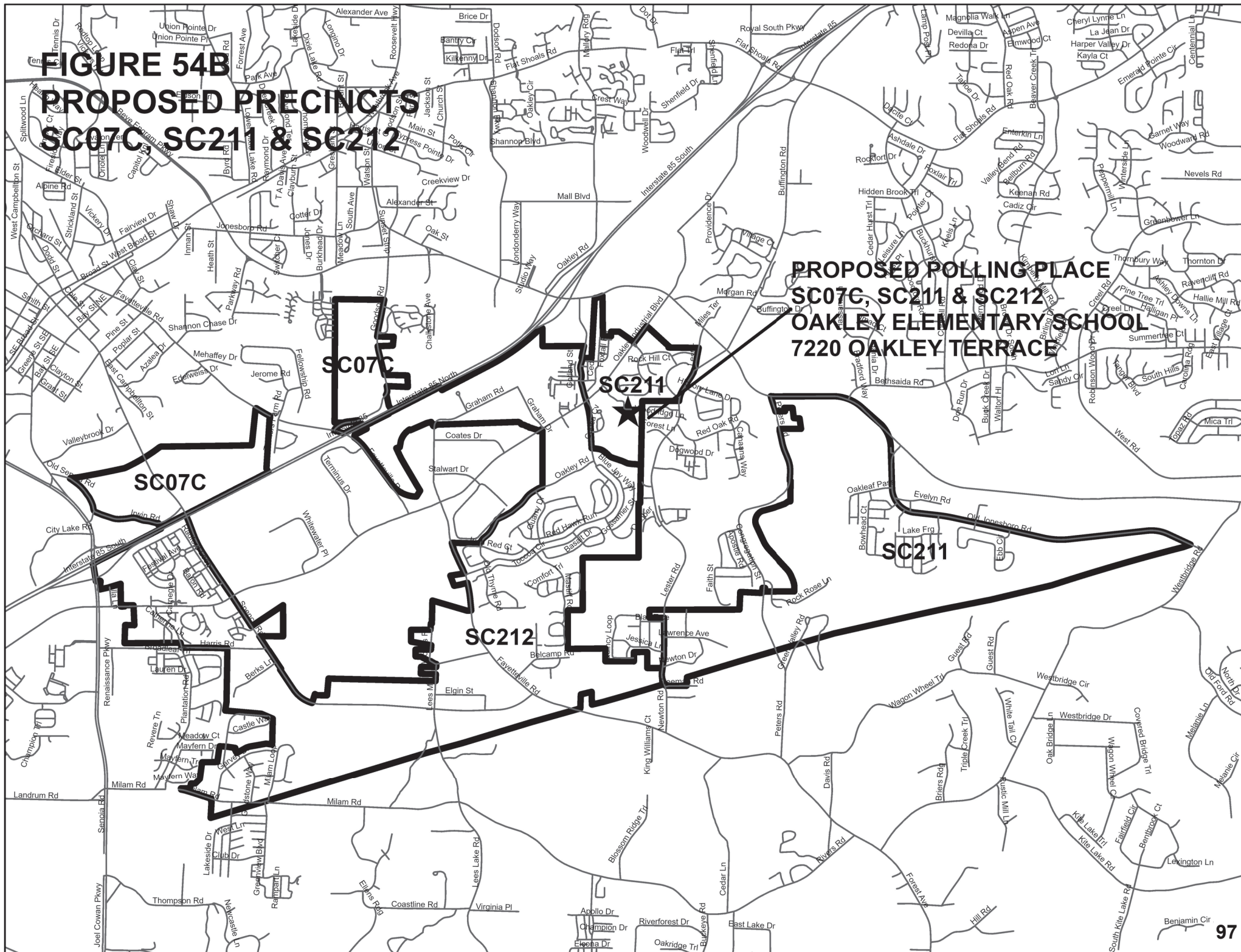
EXISTING POLLING PLACE  
SC07C, SC211 & SC212  
OAKLEY ELEMENTARY SCHOOL  
7220 OAKLEY TERRACE

EXISTING POLLING PLACE  
SC21A  
CHRISTIAN CITY WELCOME CENTER  
7345 RED OAK ROAD





**FIGURE 54B**  
**PROPOSED PRECINCTS**  
**SC07C, SC211 & SC212**







# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 25-0284

**Meeting Date:** 4/16/2025

---

### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Sewer Easement Dedication of 2,588 square feet to Fulton County, a political subdivision of the State of Georgia, from 1034 Hammond Drive LLC for the purpose of constructing the 1034 Hammond Drive Project at 1034 Hammond Drive, Sandy Springs, Georgia 30328.

### 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 1034 Hammond Drive Project, a commercial development, requires a connection to Fulton County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to Fulton County consists of 2,588 square feet and is located in Land Lot 19 of the 17th District of Fulton County, Georgia.



**Community Impact:** The community will benefit from the extension of Fulton County's sewer system and the addition of a commercial development.

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

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

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### **Fiscal Impact / Funding Source**

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

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

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

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

Project Name : 1034 Hammond Dr  
Tax Parcel Identification No.: 17 0018 LL0849  
Land Disturbance Permit No.: WDN24-115  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

*For Fulton County Use Only*

Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**SEWER EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 17th day of January, 2025, between 1034 Hammond Development LLC, 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.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 18 of the 17th District, \_\_\_\_\_ Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

1034 Hammond Dr

*Project Name*

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

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

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

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

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

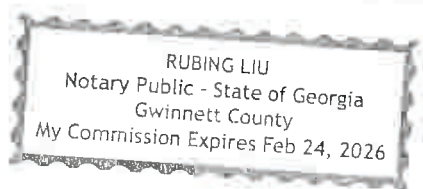
**IN WITNESS HEREOF** said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

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

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARIAL SEAL]



GRANTOR: 1034 Hammock Development LLC  
CORPORATE NAME

By: [Signature]

Print Name: XIN XUE

Title: Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]



Sanitary Sewer Easement  
1034 Hammond Drive NE

All that tract or parcel of land lying in and being in Land Lot 19 of the 17<sup>th</sup> District Fulton County, Georgia, and being more particularly described as follows:

Commencing at the curved intersection of the Westerly right of way of Peachtree Dunwoody Road (having a publicly dedicated variable width right of way) and the Northerly right of way of Hammond Drive NE (having a variable width publicly dedicated right of way), thence leaving said right of way of Peachtree Dunwoody Road and continuing along said right of way of Hammond Drive NE the following courses and distances: North 89 degrees 03 minutes 11 seconds West a distance of 34.23 feet to a point; North 75 degrees 23 minutes 16 seconds West a distance of 55.67 feet to a point; North 88 degrees 40 minutes 39 seconds West a distance of 169.31 feet to a point; South 01 degrees 02 minutes 04 seconds West a distance of 12.52 feet to a point; North 89 degrees 07 minutes 32 seconds West a distance of 77.64 feet to a point; North 78 degrees 35 minutes 36 seconds West a distance of 54.21 feet to a point; North 89 degrees 23 minutes 21 seconds West a distance of 147.76 feet to a point; South 00 degrees 36 minutes 39 seconds West a distance of 9.23 feet to a point; North 89 degrees 07 minutes 32 seconds West a distance of 98.03 feet to a 1/2 inch rebar found; Thence leaving said right of way North 00 degrees 32 minutes 56 seconds East a distance of 22.53 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Thence North 89 degrees 27 minutes 29 seconds West a distance of 203.12 feet to a point; Thence North 14 degrees 41 minutes 57 seconds West a distance of 37.68 feet to a point; Thence North 00 degrees 31 minutes 39 seconds East a distance of 7.16 feet to a point; Thence South 89 degrees 28 minutes 21 seconds East a distance of 18.35 feet to a point; Thence South 15 degrees 08 minutes 57 seconds East a distance of 37.53 feet to a point; Thence South 89 degrees 28 minutes 20 seconds East a distance of 172.75 feet to a point; Thence North 07 degrees 52 minutes 09 seconds East a distance of 37.27 feet to a point; Thence South 82 degrees 07 minutes 51 seconds East a distance of 7.08 feet to a point; Thence South 00 degrees 32 minutes 56 seconds West a distance of 43.49 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract of land contains 0.059 acres (2,588 square feet)

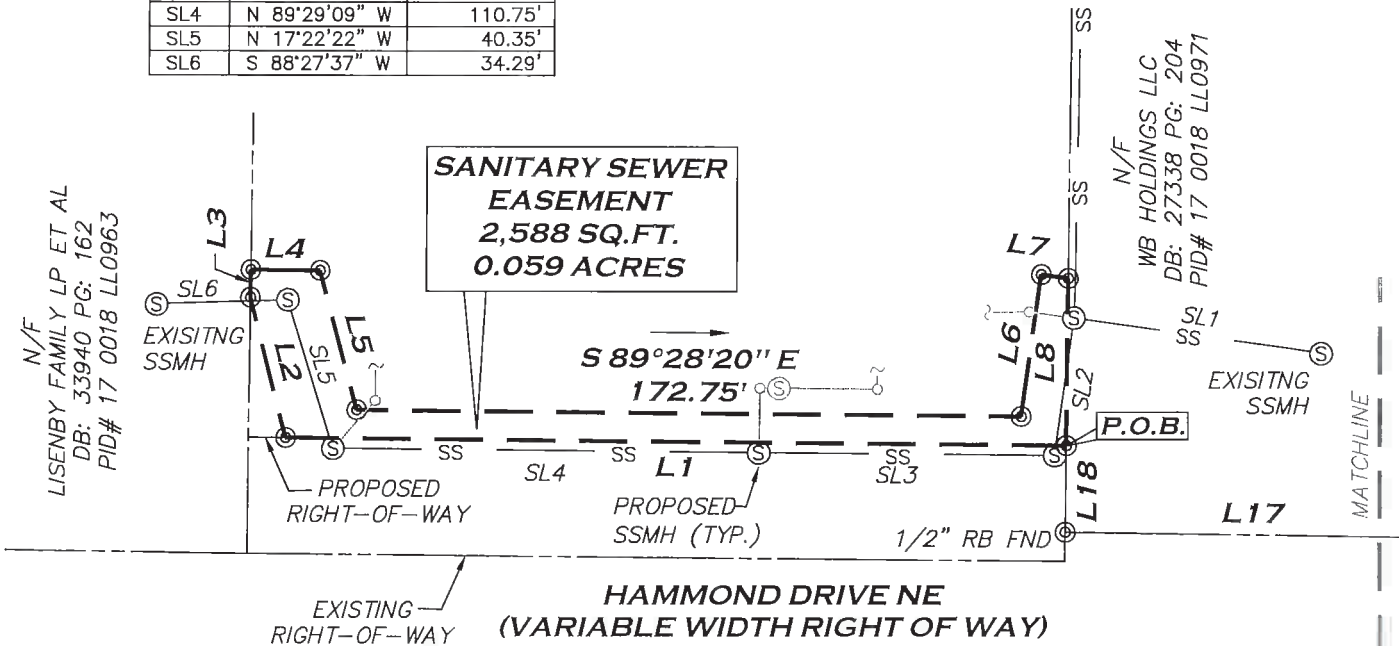
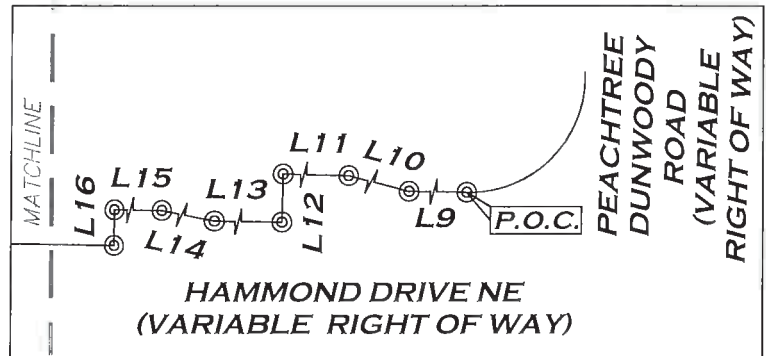
Bjm  
3/4/2025

**SANITARY SEWER EASEMENT EXHIBIT**  
1034 HAMMOND DRIVE  
SANDY SPRINGS, GA 30328  
PARCEL# 17 0018 LL0849

**CURRENT OWNER:**  
1034 HAMMOND DEVELOPMENT LLC  
DB-65056 PG-486

**PREPARED FOR:**  
POWERBUILD CONSTRUCTION LLC

LINE	BEARING	DISTANCE
SL1	N 81°56'39" W	65.06'
SL2	S 07°53'51" W	36.05'
SL3	N 89°29'12" W	76.87'
SL4	N 89°29'09" W	110.75'
SL5	N 17°22'22" W	40.35'
SL6	S 88°27'37" W	34.29'



LINE	BEARING	DISTANCE
L1	N 89°27'29" W	203.12'
L2	N 14°41'57" W	37.68'
L3	N 00°31'39" E	7.16'
L4	S 89°28'21" E	18.35'
L5	S 15°08'57" E	37.53'
L6	N 07°52'09" E	37.27'
L7	S 82°07'51" E	7.08'
L8	S 00°32'56" W	43.49'
L9	N 89°03'11" W	34.23'
L10	N 75°23'16" W	55.67'
L11	N 88°40'39" W	169.31'
L12	S 01°02'04" W	12.52'
L13	N 89°07'32" W	77.64'
L14	N 78°35'36" W	54.21'
L15	N 89°23'21" W	147.76'
L16	S 00°36'39" W	9.23'
L17	N 89°07'32" W	98.03'
L18	N 00°32'56" E	22.53'

GRAPHIC SCALE



1 Inch = 50 Feet



STATE: GEORGIA  
COUNTY: FULTON  
LAND LOT: 18  
DISTRICT: 17

JOB #: 213513  
DATE: MARCH 03, 2025  
SCALE: 1"=50'  
DRAWN BY: A.BRATTON

**PROFESSIONAL  
LAND SURVEYORS**

317 GRASSDALE ROAD  
CARTERSVILLE, GA 30120  
770-334-8186  
GEORGIA C.O.A.: LSF001380







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0285

**Meeting Date:** 4/16/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Water Vault Easement Dedication of 300 square feet to Fulton County, a political subdivision of the State of Georgia, from SUSO 4 Abbotts LP, owner, for the purpose of constructing the Dunkin Donuts - Johns Creek Project at 11605 Jones Bridge Road, Johns Creek, Georgia 30022.

### Requirement for Board Action

Fulton County Code, Appendix B -- Zoning Resolution, Article XXXIV. - Development Regulations, Section 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 Dunkin Donuts - Johns Creek Project, a commercial development, requires a water line easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s) where a connection is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 300 square feet and is in Land Lot 198 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### **Fiscal Impact / Funding Source**

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

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

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

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

Project Name : Dunkin Donuts – Johns Creek  
Tax Parcel Identification No.: 11 0055101980309  
Land Disturbance Permit No.: LDP-24-0044(WRN24-117)(City of Johns Creek)  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

*For Fulton County Use Only*

Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**WATER VAULT EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 11th day of February, 2025, between SUSO 4 Abbotts LP, a limited partnership duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 198, District 1 Section 1 of Fulton County, Georgia, and more particularly described as follows: To wit:

Dunkin Donuts – Johns Creek

*Project Name*

**[ See Exhibit “A” attached hereto and made a part hereof ]**



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

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

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

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

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

Signed, sealed and delivered this 11<sup>th</sup>  
day of February, 2025  
in the presence of:

  
Witness: Michael Nisengard

GRANTOR: SUSO 4 ABBOTTS LP  
By: SUSO 4 Abbots GP LLC, its general partner  
By: Slate Grocery Holding (No. 4) L.P., its manager  
By: Slate Grocery Holding (No. 4) GP LLC, its general partner

By:  MLN  
Paul F. Wells, Manager

[CORPORATE SEAL]

  
Notary Public

[NOTARIAL SEAL]

**MARCIA ZGODA**  
NOTARY PUBLIC, STATE OF NEW YORK  
Reg. No. 01ZG082153  
QUALIFIED IN ERIE COUNTY  
My Commission Expires October 21, 2026

EXHIBIT A

**FULTON CO. WATER EASEMENT - LEGAL DESCRIPTION:**

A PERMANENT EASEMENT, LYING AND BEING IN LAND LOT 198, DISTRICT 1, SECTION 1, CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA; LOCATED ON THAT CERTAIN PARCEL OR TRACT OF LAND IDENTIFIED AS FULTON COUNTY TAX PARCEL 11 0055101980291 AS RECORDED IN DEED BOOK 56193, PG 399. THIS PERMANENT EASEMENT IS DESCRIBED BY THE FOLLOWING BEARINGS AND DISTANCES AS BASED ON GRID NORTH AS INFERRED FROM THE STATE PLANE COORDINATE SYSTEM FOR THE STATE OF GEORGIA, ZONE WEST, NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT:

COMMENCE FROM THE INTERSECTION OF THE SOUTHEASTERLY R.O.W. OF JONES BRIDGE ROAD AND THE WESTERLY R.O.W. OF ABBOTS BRIDGE ROAD AND CONTINUE IN A SOUTHWESTERLY DIRECTION ALONG THE R.O.W. OF JONES BRIDGE ROAD 133.07 FEET TO A POINT, THIS POINT BEING THE MOST NORTH-EASTERN CORNER OF PREVIOUS MENTIONED PARCEL. CONTINUE ALONG THE PROPERTY LINE OF THIS PARCEL IN THE FOLLOWING MANNER: THENCE S 43° 32' 38" W A DISTANCE OF 10.85'; THENCE S 46° 58' 57" W A DISTANCE OF 130.34'; THENCE ALONG THE ARC OF A CURVE IN A COUNTER-CLOCKWISE DIRECTION 62.74' (SAID CURVE HAVING A RADIUS OF 2827.50' WITH A CHORD WITH BEARING S 39° 48' 07" W AND DISTANCE 62.74'); THENCE S 22° 24' 20" E A DISTANCE OF 64.19'; THENCE S 62° 28' 28" E A DISTANCE OF 82.33' TO A POINT, THIS POINT BEING THE POINT OF BEGINNING.

FROM THIS POINT OF BEGINNING COMMENCE IN THE FOLLOWING MANNER: THENCE S 62° 28' 28" E A DISTANCE OF 20.00'; THENCE N 27° 31' 32" E A DISTANCE OF 15.00'; THENCE N 62° 28' 28" W A DISTANCE OF 20.00'; THENCE S 27° 31' 32" W A DISTANCE OF 15.00 TO A POINT, THIS POINT BEING THE TRUE POINT OF BEGINNING.

THIS PERMANENT EASEMENT CONTAINING 300 SQ. FT. / 0.007 ACRES, MORE OR LESS.

## NOTES:

1. THIS IS SKETCH TO ACCOMPANY A LEGAL DESCRIPTION. THIS IS NOT A SURVEY OF ANY KIND. THIS SKETCH REFLECTS A BOUNDARY AND TOPOGRAPHIC SURVEY BY SP ASSOCIATES, INC. DATED 12/07/2024. THIS SURVEY WAS STAMPED BY A GEORGIA PROFESSIONAL LAND SURVEYOR - JEFFERY N. LUCAS (NO. 2769).

**LÉgal Description:**

A PERMANENT EASEMENT LYING AND BEING IN LAND LOT 116, DISTRICT 1, SECTION 1, CITY OF JOHN'S CREEK, FULTON COUNTY, GEORGIA, LOCATED ON TRACT 0192297, PARCEL OR TRACT OF LAND IDENTIFIED AS RALTON COUNTY TAX PARCEL 11 005510192297, AS RECORDED IN DEED BOOK 54193, P. 397. THE PERMANENT EASEMENT IS DESCRIBED BY THE FOLLOWING BEARINGS AND DISTANCES, AS BASED ON GRID NORTH AS INFERRED FROM THE STATE PLANE COORDINATE SYSTEM FOR THE STATE OF GEORGIA, ZONE WEST, NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT:

N/F PROPERTY OF  
SUSO 4 ABBOTTS LP  
PARCEL ID.: 11 0055101980309

N/E PROPERTY OF  
SUSO 4 AB90TTS LP  
ARCCEL I.D.: 11 0255101980309

N/F PROPERTY OF  
SUSO 4 ABBOTT'S LP  
PARCEL ID.: 11 02551019803D9

DUNKIN' - NEW DRIVE THRU RESTAURANT

PROJECT ADDRESS:  
 EXISTING DEVELOPED PARCEL  
 11605 JONES BRIDGE ROAD, JOHN'S CREEK, GEORGIA 30022  
 CITY OF JOHN'S CREEK  
 PREPARED FOR:  
 MG RETAIL ADVISORS  
 3390 PEACHTREE ROAD, #1000, ATLANTA, GEORGIA 30326



Will expire year of	PROJECT REVISIONS	
	NO.	DATE DESCRIPTION
	1	
	2	

DATE \_\_\_\_\_



P.M.	LW	REV.	
DRAWN	QSB	REV. DATE	
CHECKED	LW	INITIAL DATE	12-23-2024

SHEET TITLE

EASEMENT SKETCH

SHEET NO.







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0286

**Meeting Date:** 4/16/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Water Vault Easement Dedication of 491.5 square feet to Fulton County, a political subdivision of the State of Georgia, from Sergei V. Prokopov and Karina O. Bogdasarova, owner, for the purpose of constructing the Wonderland Pediatric Dentistry Project at 1001 Roswell Manor Circle, Roswell, Georgia 30076.

### Requirement for Board Action

Fulton County Code Appendix B, Article XXXIV - Development Regulations, Section 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 Wonderland Pediatric Dentistry Project, a commercial development, requires a water line easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s) where a connection is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 491.5 square feet and is in Land Lot 612 of the 1st 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 commercial development.

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

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

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### **Fiscal Impact / Funding Source**

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



[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]  
\*\*\*THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION\*\*\*

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

Project Name : Wonderland Pediatric Dentistry  
Tax Parcel Identification No.: 12 240006121187  
Land Disturbance Permit No.: WRN24-084  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

*For Fulton County Use Only*

Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**WATER VAULT EASEMENT  
(Individual Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 11 day of March, 2025, between Sergei V. Prokopov & Karina O. Bogdasarova of said state and county, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, said Grantor(s) has (have) granted, bargained, sold and conveyed and by these presents does (do) grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 612 of the 1st District, 2nd Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Wonderland Pediatric Dentistry

*Project Name*

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

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

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

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

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

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

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

Signed, sealed and delivered this 11  
day of March, 20 25  
in the presence of:

Witness

By:

(L.S.)

Print  
Name:

(L.S.)

Signed, sealed and delivered this 11  
day of March, 20 25  
in the presence of:

Witness

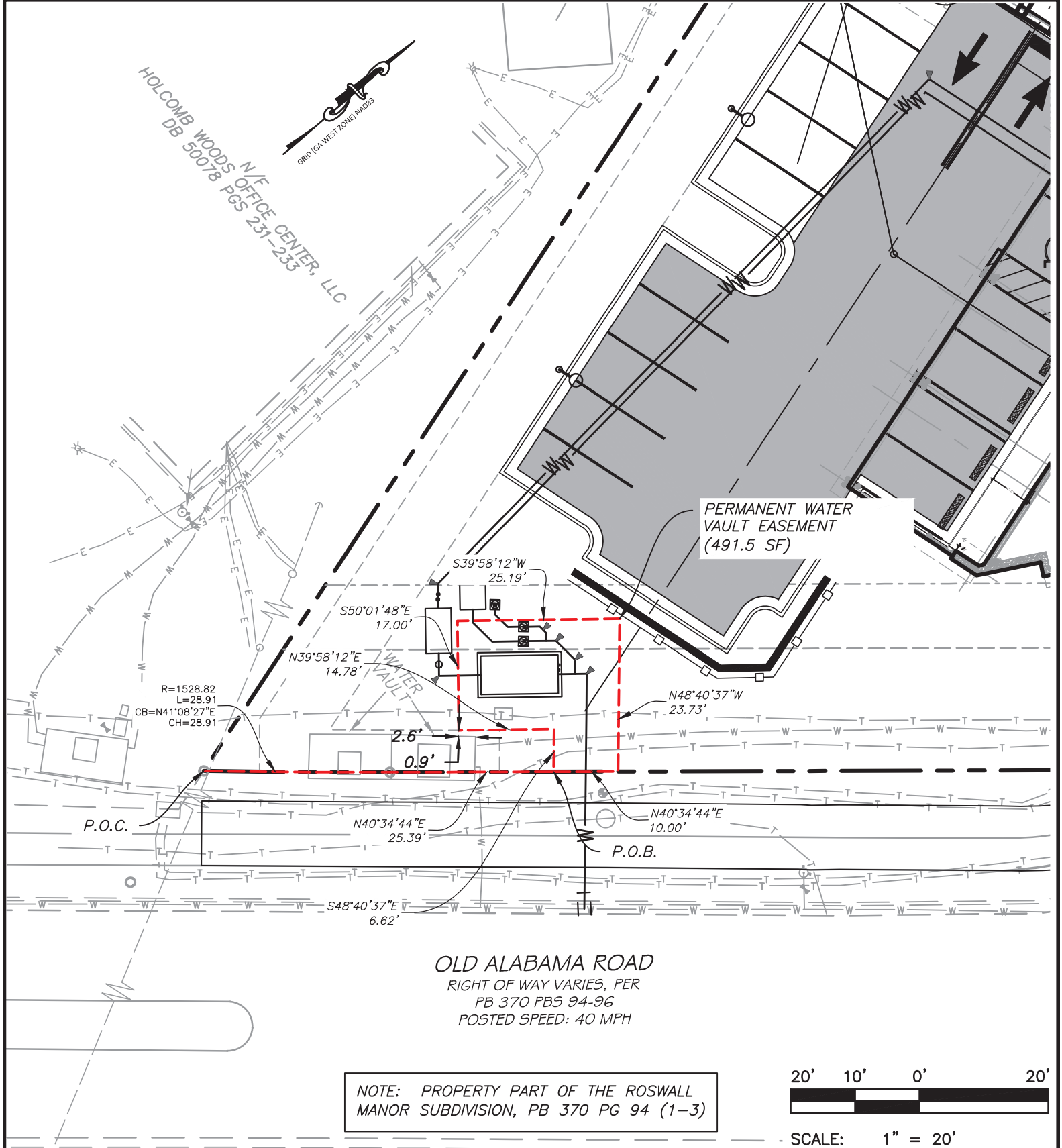
By:

(L.S.)

Print  
Name:

(L.S.)

HOLCOMB WOODS OFFICE CENTER, LLC  
DB 50078 PGS 231-235



NOTE: PROPERTY PART OF THE ROSWELL  
MANOR SUBDIVISION, PB 370 PG 94 (1-3)



SCALE: 1" = 20'

EXHIBIT A

FULTON COUNTY PUBLIC WORKS WATER VAULT  
EASEMENT EXHIBIT  
FOR  
WONDERLAND PEDIATRIC DENTISTRY  
1001 ROSWELL MANOR CIRCLE  
(Tax Parcel ID No. 12 240006121187)  
OWNER: SERGEI V. PROKOPOV





## **WATER VAULT EASEMENT**

All that tract or parcel of land situate, lying and being in Land Lot 612 of the 1<sup>st</sup> District, 2<sup>nd</sup> Section of the City of Roswell, Fulton County, Georgia, being all of "Frontage Parcel A" of Roswell Manor as recorded in Plat Book 370 Pages 94 - 96 in the office of the Clerk of the Superior Court of Fulton County Georgia.

COMMENCE at the Southwest Corner of Roswell Manor, described as P.O.B. on said recorded plat; said point being the POINT OF COMMENCMMENT, labeled P.O.C. on Exhibit A; thence

Thence along said northerly right of way of Old Alabama Road, North 41 degrees 08 minutes 27 seconds East a distance of 28.91 feet;

Thence continuing along said right-of-way, North 40 degrees 34 minutes 44 seconds East a distance of 25.39 feet to the POINT OF BEGINNING;

Thence continuing along the said right-of-way, North 40 degrees 34 minutes 44 seconds East, a distance of 10.00 feet;

Thence leaving said right-of-way line, North 48 degrees 40 minutes 37 seconds West, a distance of 23.73 feet;

Thence South 39 degrees 58 minutes 12 seconds West, a distance of 25.19 feet;

Thence South 50 degrees 01 minutes 48 seconds East, a distance of 17.00 feet;

Thence North 39 degrees 58 minutes 12 seconds East, a distance of 14.78 feet;

Thence South 48 degrees 40 minutes 37 seconds East, a distance of 6.62 feet to the POINT OF BEGINNING;

Containing 491.5 square feet or 0.01 acres, more or less.

**END OF DESCRIPTION.**





Signed, sealed and delivered this 11  
day of March, 20 25  
in the presence of:

[Signature]

Witness

[Signature]

Notary Public

[NOTARIAL



By:

Borgencanobu

(L.S)

Print Name:

Karina Bogdasarova

(L.S.)





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0287

**Meeting Date:** 4/16/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Sewer Easement Dedication of 7,748 square feet to Fulton County, a political subdivision of the State of Georgia, from Meritage Homes of Georgia, Inc., individuals, for the purpose of constructing the Harmony Manor Ph I Project at 7255 Hall Road, South Fulton, Georgia 30213.

### 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 Harmony Manor Ph I Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 7,748 square feet and is located in Land Lot 113, 143, and 144 of the 7th District, Section of Fulton County, Georgia.

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

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

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

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

**Fiscal Impact / Funding Source**

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



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

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

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

Project Name : Harmony Manor Ph I  
Tax Parcel Identification No.: 07 050001430198  
Land Disturbance Permit No.: WRS22-007  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

For Fulton County Use Only

Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**SEWER LINE EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 25th day of March, 2025, between  
Meritage Homers of Georgia, Inc., 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.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 113, 143, 144 of the District, 7th Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Harmony Manor Ph I

*Project Name*

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

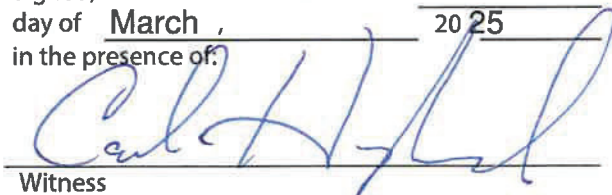
This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the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

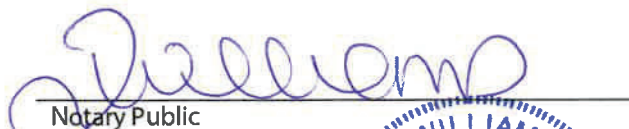
For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

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

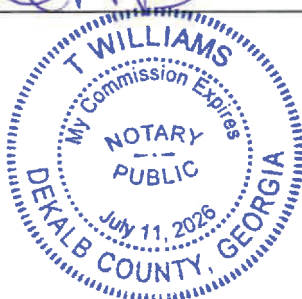
Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

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

Signed, sealed and delivered this 25th  
day of March, 2025  
in the presence of:  
  
Witness

  
Notary Public

[NOTARIAL SEAL]



GRANTOR: Meritage Homes of Georgia, Inc.  
CORPORATE NAME

By:   
Print Name: Clay Kirkley

Title: Vice President - Land Development

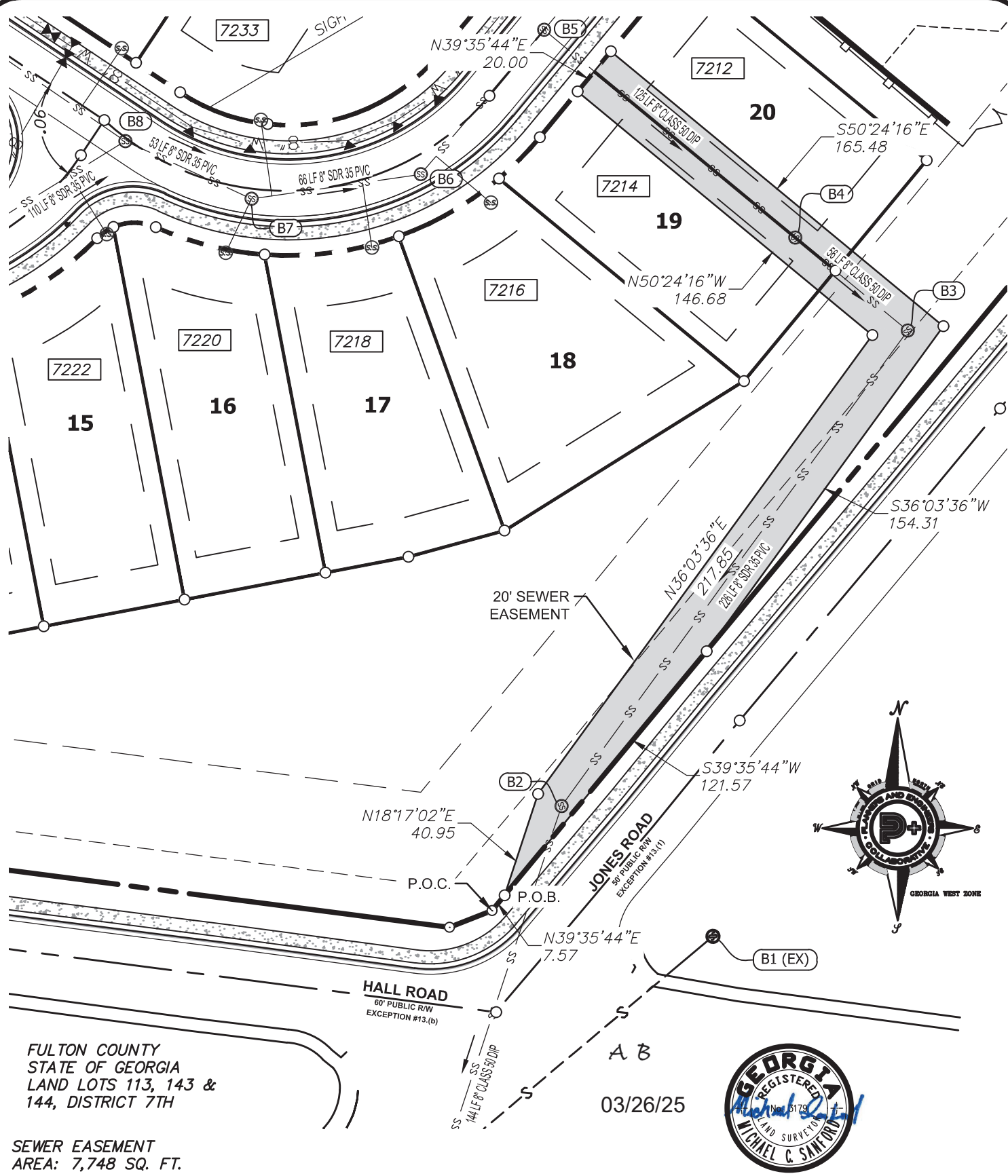
By:   
Print Name: Luke Lauritzen

Title: Division President

[CORPORATE SEAL]



J:\2023\2313300\SubDrawings\23133.00 - SEWER EXHIBIT.dwg - C:Sanford - 3/5/2025 9:13 AM



SEWER EASEMENT  
AREA: 7,748 SQ. FT.



Planners & Engineers Collaborative+  
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING  
ARBORISTS + SURVEYING + CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092  
(770)451-2741 WWW.PEC.PLUS  
C.O.A.-LSF000004

### SEWER EASEMENT EXHIBIT HARMONY MANOR

DRAWN BY: MCS  
CHECKED BY: MCS  
FILE NO.: 23133.00  
DATE: 03/04/25  
SCALE: 1" = 50'



## LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot(s) 113, 143 & 144 of the 7<sup>th</sup> District, Fulton County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point at the intersection northeasterly right-of-way line of Hall Road and the northwesterly right-of-way line of Jones Road; thence along said right-of-way line of Jones Road, North 39 degrees 35 minutes 44 seconds East a distance of 7.57 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence leaving said right-of-way line of Jones Road, North 18 degrees 17 minutes 2 seconds East a distance of 40.95 feet to a point; thence North 36 degrees 3 minutes 36 seconds East a distance of 217.85 feet to a point; thence North 50 degrees 24 minutes 16 seconds West a distance of 146.68 feet to a point; thence North 39 degrees 35 minutes 44 seconds East a distance of 20.00 feet to a point; thence South 50 degrees 24 minutes 16 seconds East a distance of 165.48 feet to a point; thence South 36 degrees 3 minutes 36 seconds West a distance of 154.31 feet to a point; thence South 39 degrees 35 minutes 44 seconds West a distance of 121.57 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.178 acres (7,748 square feet).







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0288

**Meeting Date:** 4/16/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and Bridges Alpharetta, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of Fulton County's existing sanitary sewer easement at 4430 Webb Bridge Road, Johns Creek, Georgia 30005.

### Requirement for Board Action

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

### 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:** Bridges Alpharetta, LLC, the owner of the real property located at 4430 Webb

Bridge Road, Johns Creek, Georgia 30005, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within an existing sewer easement area.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's sewer easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of Fulton County's sewer easement as referenced and recorded in Deed Book 68710, Page 183.

At the request of Bridges Alpharetta, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 3,691 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

**Community Impact:** As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to install stormwater improvements within the County's sewer easement area.

**Department Recommendation:** The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works and formally accept the terms of the Indemnification Agreement and recommends its approval.

**Project Implications:** No negative impacts to sanitary sewer services or access to maintain Fulton County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of Fulton County's sewer easement.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### **Fiscal Impact / Funding Source**

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

After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, GA 30303

Cross Reference

Deed/Plat Book 65030, Page 127  
Deed Book 68710, Page 183

### INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Bridges Alpharetta, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ( "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. 68710      183  
Owner warrants that he is the full and true owner and has clear title to that certain property known as 4430 Webb Bridge Rd., Alpharetta, GA 30005 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 68710, Page 183 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

2. 68710      183  
Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) \_\_\_\_, Page \_\_\_\_ of Fulton County, Georgia records, and hereby grants Owner a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3.  
With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management



practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and/or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by it, its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, its assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6th Floor  
Atlanta, GA 30303

with a copy to: Fulton County  
County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA 30303

OWNER: Tori Young w/Bridges Alpharetta, LLC  
11770 Haynes Bridge Road  
Alpharetta, GA 30009

District 1, Section 1, Land Lot(s) 125

11 034001250519

Parcel Number: 11 034001250527

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

OWNER Bridges Alpharetta, LLC

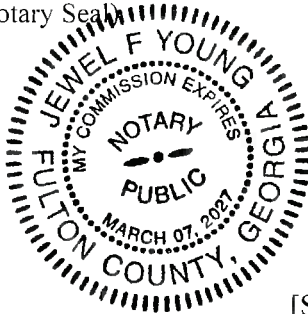
[Signature]  
Unofficial Witness

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

Jewel F Young  
Notary Public  
My Commission Expires: 3-7-27

Tori Young-manager  
Signatory's Name and Title (printed)

(Notary Seal)



Owner's Address: \_\_\_\_\_

11770 Haynes Bridge Rd.  
Alpharetta, GA 30009

[Signatures continued on next page.]

Signed, sealed and delivered this \_\_\_\_ day  
of \_\_\_\_\_, 2024 in the  
presence of:

FULTON COUNTY, GEORGIA a political  
subdivision of the State of Georgia

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
[Notarial Seal]

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Y. Soo Jo, County Attorney

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO CONTENT:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works



EXHIBIT “A”

### Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 125 of the 1st District, 1st Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

**BEGINNING** at a 5/8 inch rebar found at the common Land Lot Corner of Land Lots 125, 160, 1250 and 1251, THENCE leaving said Land Lot Corner and proceed along the common Land Lot Line of Land Lots 125 and 160 South 01 degrees 01 minutes 56 seconds West a distance of 726.51 feet to a 1/2 inch rebar found; THENCE leaving said Land Lot Line North 89 degrees 40 minutes 11 seconds West a distance of 147.05 feet to a 1/2 inch rebar found; THENCE North 00 degrees 18 minutes 52 seconds East a distance of 219.73 feet to a 1/2 inch rebar found; THENCE North 89 degrees 36 minutes 18 seconds West a distance of 117.08 feet to a 1/2 inch rebar found; THENCE North 00 degrees 21 minutes 05 seconds East a distance of 250.03 feet to a 1/2 inch rebar found; THENCE North 89 degrees 33 minutes 13 seconds West a distance of 434.29 feet to a 1/2 inch rebar found at the northeastern right of way line of Webb Bridge Road (60' public right of way); THENCE leaving said right of way line North 49 degrees 24 minutes 24 seconds East a distance of 182.36 feet to a point; THENCE North 31 degrees 32 minutes 12 seconds East a distance of 159.50 feet to a point on the common Land Lot Line of Land Lots 125 and 1250; THENCE proceeding along said common Land Lot Line South 89 degrees 38 minutes 48 seconds East a distance of 35.64 feet to a 2 inch aluminum disk found; THENCE South 89 degrees 40 minutes 33 seconds East a distance of 24.39 feet to a 5/8 inch rebar found; THENCE South 89 degrees 38 minutes 42 seconds East a distance of 426.83 feet to a 5/8 inch rebar found, said rebar being the **TRUE POINT OF BEGINNING**.

Said tract contains 248,040 square feet or 5.69 acres.

---

### And also including:

All that tract or parcel of land lying and being in Land Lot 125, 1st District, 1st Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows: Beginning at an Iron pin set located on the easterly right of way line of Webb Bridge Road, 60 foot right of way, said iron pin set being located 320.77 feet southeasterly from the point of intersection of the easterly right of way line of Webb Bridge Road with the north land lot line of Land Lot 125 as measured along the easterly right of way line of Webb Bridge Road and following the curvature thereof; running thence north 89 degrees 00 minutes 14 seconds east a distance of 434.25 feet to an iron pin set; running thence south 00 degrees 59 minutes 59 seconds east a distance of 250.01 feet to an iron pin set; running thence south 89 degrees 00 minutes 01 seconds west a distance of 342.93 feet to an iron pin set located on the easterly right of way line of Webb Bridge Road; running thence northwesterly along the easterly right of way line of Webb Bridge Road and following the curvature thereof the following courses and distances: north 15 degrees 33 minutes 20 seconds west a distance of 47.33 feet, north 17 degrees 55 minutes 24 seconds west a distance of 52.61 feet, north 20 degrees 51 minutes 00 seconds west a distance of 48.54 feet, north 23 degrees 13 minutes 24 seconds west a distance of 55.93 feet, thence north 26 degrees 07 minutes 12 seconds west a distance of 62.36 feet to an iron pin set located on the easterly right of way line of Webb Bridge Road and being the point of beginning. Being a tract of 2.220 acres as shown on plat of survey for Clarence H. Shirley dated June 30, 1995, by Brumbelow-Reese and Associates, Inc. (Rodney H. Reese, R.L.S.).

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133









# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0289

**Meeting Date:** 4/16/2025

### Department

Public Works

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

Request approval of a Resolution authorizing the transfer of approximately 14,033 linear feet of Fulton County-owned sanitary sewer pipe and associated appurtenances located within the Deerhaven Subdivision in Union City, Georgia to Union City, Georgia. This transfer will place the ownership and maintenance responsibilities of the sanitary sewer facilities within the Deerhaven Subdivision under the jurisdiction of Union City, Georgia. Effective upon BOC approval.

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

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the county, as they may deem expedient, according to law. O.C.G.A. § 36-9-2 authorizes Fulton County to sell, grant, lease, rent, convey, or transfer any real property owned by the County and O.C.G.A. § 36-9-3(a)(3)(A) authorizes the granting of rights of ways without a competitive process.

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

The Deerhaven Subdivision is located within the municipal boundaries of Union City and was approved for construction in February 2021. The sanitary sewer system within the Deerhaven Subdivision is comprised of 8" and 10" pipe as shown in the chart below and is currently maintained by Fulton County Public Works:

Size (in)	DIP (ft)	PVC (ft)	TOTAL (ft)
8	1,241	11,170	12,411
10	527	1,095	1,622
TOTAL	1,768	12,265	14,033

**Scope of Work:**

The Fulton County Public Works Department received a request from Union City to transfer the ownership and maintenance responsibilities for the Deerhaven subdivision sanitary sewer system to Union City. This area was initially permitted by Fulton County when Union City did not have the ability to maintain the sanitary sewer system. However, Union City now has the staff to maintain the sanitary sewer system and would like to maintain it in a consistent manner with Union City's maintenance of other subdivisions located in Union City. Approval of the Board of Commissioners is being requested to formalize the transfer of real property rights and the terms of the donation.

**Community Impact:** Approval of this Resolution will transfer the ownership and maintenance responsibilities of the sanitary sewer within the Deerhaven Subdivision to Union City. This action will not adversely impact the residents of that community.

**Department Recommendation:** The Public Works Department recommends approval of the Resolution to convey the requested real property (sanitary sewer) rights to the municipality of Union City.

**Project Implications:** Without approval of this Resolution the ownership and maintenance responsibilities of the Deerhaven subdivision sanitary sewer will remain with Fulton County's Public Works Department.

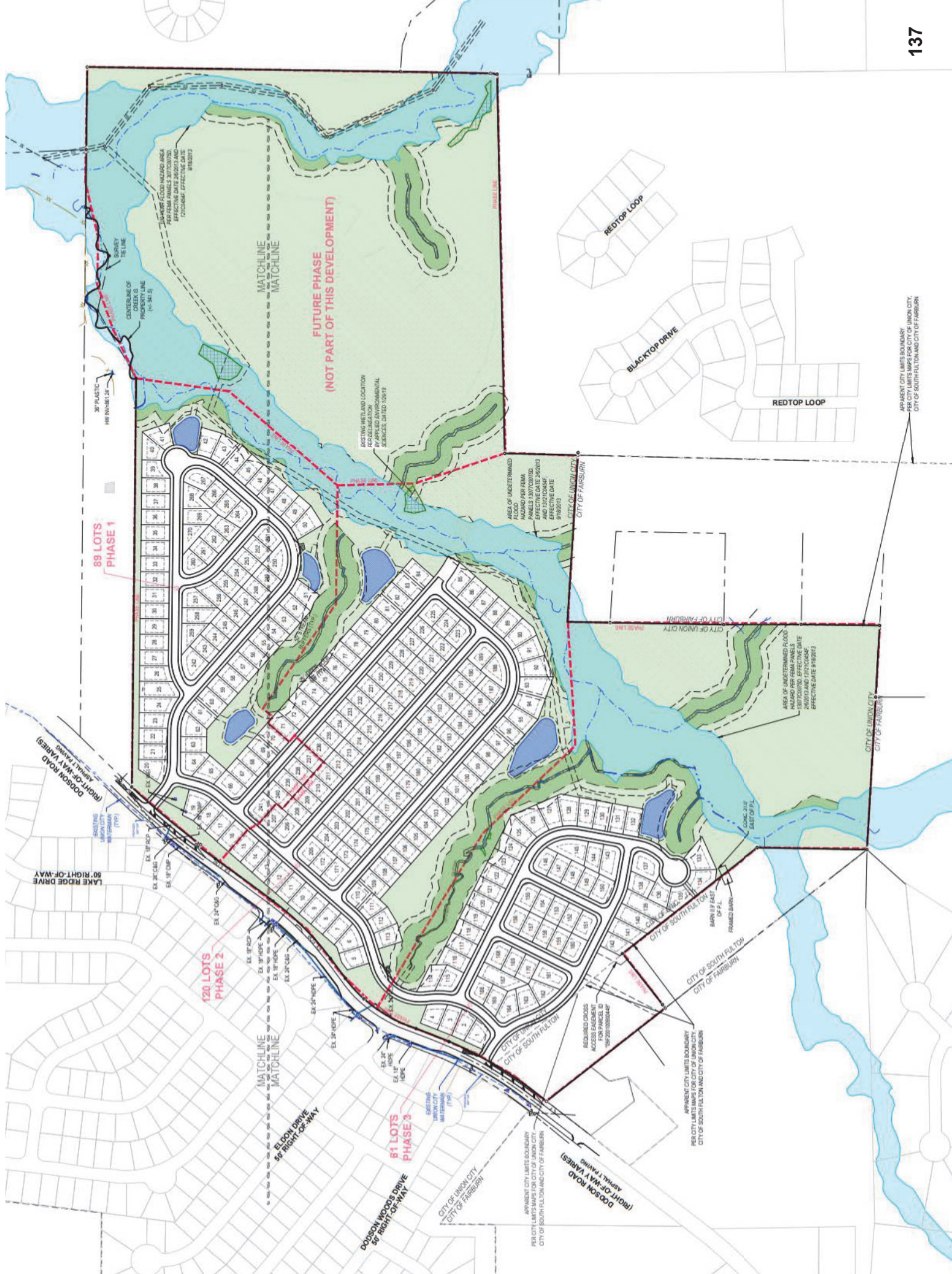
**Community Issues/Concerns:** No community issues or concerns have been identified.

**Department Issues/Concerns:** The Public Works Department has not identified any issues or concerns.

**Fiscal Impact / Funding Source**

**Funding Line 1:**





1    **A RESOLUTION AUTHORIZING THE TRANSFER OF APPROXIMATELY 14,033**  
2    **LINEAR FEET OF SANITARY SEWER AND ALL ASSOCIATED FACILITIES WITHIN**  
3    **THE DEERHAVEN SUBDIVISION, UNION CITY, GEORGIA FROM FULTON COUNTY,**  
4    **GEORGIA TO UNION CITY, GEORGIA FOR UNION CITY, GEORGIA TO OWN,**  
5    **MAINTAIN AND OPERATE THE SANITARY SEWER AND ASSOCIATED FACILITIES;**  
6    **AND FOR OTHER PURPOSES.**

7  
8       **WHEREAS,** Fulton County, Georgia, ("Fulton County") is a political subdivision of  
9    the State of Georgia, existing as such under and by the Constitution, statutes, and laws  
10   of the State of Georgia; and

11       **WHEREAS,** the city of Union City, Georgia ("Union City") is a municipal  
12   corporation operating under the laws of the State of Georgia; and

13       **WHEREAS,** on February 5, 2021, Fulton County acquired the ownership  
14   responsibilities of the sanitary sewer facilities via permit 20S-016WR, located within the  
15   Deerhaven Subdivision, more fully identified as being within District 9F, Land Lots 89, 90,  
16   96, & 97, Union City; and

17       **WHEREAS,** the area comprising the Deerhaven Subdivision was initially permitted  
18   by Fulton County when Union City did not have the staffing to maintain the sanitary sewer  
19   and associated facilities in that location; and

20       **WHEREAS,** Union City now has the staff to maintain the sanitary sewer and  
21   associated facilities located within the Deerhaven Subdivision and would like to maintain  
22   it in a manner consistent with Union City's maintenance of other subdivisions located  
23   within Union City; and

24       **WHEREAS,** Union City desires to acquire from Fulton County the ownership and  
25   all responsibilities as they pertain to the operation and maintenance of the sanitary sewer  
26   and associated facilities within the Deerhaven Subdivision, located within Union City; and

27       **WHEREAS,** Union City has requested that Fulton County donate and transfer the



1 sanitary sewer and associated facilities within the Deerhaven Subdivision, located within  
2 Union City; and

3 **WHEREAS**, the Fulton County Public Works Department and the Fulton County  
4 Finance Department, with the assistance of a professional consultant, have conducted  
5 a local rate study which has determined the short and long term needs for Fulton  
6 County's water and sewer infrastructure system ("System"); and

7 **WHEREAS**, a detailed analysis of the System was conducted to identify  
8 comprehensive capital improvement projects needed for Fulton County to continue to  
9 provide adequate and cost-effective water and wastewater services to its existing and  
10 future customers for the foreseeable time horizon; and

11 **WHEREAS**, the Fulton County Public Works Department is in support of Fulton  
12 County transferring to Union City the sanitary sewer and associated facilities within the  
13 Deerhaven Subdivision, located within Union City, to allow Union City to own, maintain  
14 and operate such sanitary sewer and associated facilities to the benefit of its citizens;  
15 and

16 **WHEREAS**, the Fulton County Board of Commissioners finds that it would be in  
17 the best interest of the citizens and Fulton County, including those residing in Union  
18 City, for Fulton County to transfer the sanitary sewer and associated facilities within the  
19 Deerhaven Subdivision to Union City; and

20 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Board of  
21 Commissioners has the exclusive jurisdiction and control over directing and controlling  
22 all the property of the County, as they may deem expedient, according to law.

23 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of

Commissioners hereby approves the donation and transfer to Union City, Georgia of approximately 14,033 linear feet of sanitary sewer and associated facilities within the Deerhaven Subdivision, located within District 9F, Land Lots 89, 90, 96, & 97 Union City to allow Union City to own, maintain and operate such sanitary sewer, as more particularly described in *Attachment A* hereto.

**BE IT FURTHER RESOLVED**, that the Chairman of the Fulton County Board of Commissioners is hereby authorized and directed to execute and deliver such appropriate deeds or other necessary documents to Union City, Georgia to complete the donation and transfer of the sanitary sewer and associated facilities.

**BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to approve any and all documents required for the donation and transfer as to form and make any modifications necessary thereto to protect Fulton County's interests prior to execution by the Chairman.

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

**SO PASSED AND ADOPTED**, by the Board of Commissioners of Fulton County,

Georgia this 16<sup>th</sup> day of April, 2025.

**FULTON COUNTY BOARD OF  
COMMISSIONERS**

---

Robert L. Pitts, Chairman (At-Large)



1  
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8

**ATTEST:**

---

Tonya R. Grier  
Clerk to the Commission

9 **APPROVED AS TO FORM:**

10  
11  
12  
13

---

Y. Soo Jo, County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0290

Meeting Date: 4/16/2025

### Department

Community Development

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

Request approval of the transfer of ownership of the Delowe Village Apartment property, an affordable 64-unit apartment complex located at 2330-2380 Delowe Drive, East Point, Georgia, from the current owners, Atlanta Neighborhood Development Partnership, Inc. (ANDP) to Delowe Village Partners, LLC, and consenting to the assumption and subordination of a HOME Investment Partnership, Inc. program loan agreement between Fulton County, Georgia and ANDP; to authorize the Chairman or his designee to execute any such assumption and subordination agreements and related documents; to authorize the County Attorney to approve any such assumption and subordination documents as to form and to make any modifications there to prior to execution; and for other purposes.

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

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

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

Health and Human Services

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

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

Approve the transfer of ownership of the Delowe Village Apartment property, an affordable 64-unit

apartment complex located at 2330-2380 Delowe Drive, East Point, Georgia, from the current owners, Atlanta Neighborhood Development Partnership, Inc. (ANDP) to Delowe Village Partners, LLC, and consenting to the assumption and subordination of a HOME Investment Partnership, Inc. program loan agreement between Fulton County, Georgia and ANDP; to authorize the Chairman or his designee to execute any such assumption and subordination agreements and related documents; to authorize the County Attorney to approve any such assumption and subordination documents as to form and to make any modifications there to prior to execution; and for other purposes.

In 2012, Delowe Village, an affordable apartment complex of 64 units located at 2330-2380 Delowe Drive in East Point, Georgia, was in danger of foreclosure and in 2012 Fulton County requested that Atlanta Neighborhood Development Partnership, Inc. (ANDP), a Georgia nonprofit affordable housing development organization and an approved Community Housing Development Organization, (CHDO), to take over ownership of Delowe Village.

- On October 18, 2013, Fulton County and ANDP entered into a HOME Program Loan Agreement in the amount of \$750,000 to assist with the acquisition and stabilization of the Delowe Village Property.
- On April 29, 2014, Fulton County and ANDP entered into an amendment to the Loan Agreement, to provide additional HOME funds in the amount of \$271,540 to ANDP for additional improvements to the apartments, increasing the total HOME Program Loan amount to \$1,021,540.
- On October 14, 2015, Fulton County and ANDP entered into a second amendment to loan agreement, agreeing to defer the payments of the HOME Program Loan during the affordability period, such that payments of the principal and interest on the outstanding HOME Program Loan shall be deferred for a period of thirty (30) years, with Fulton County also agreeing to a schedule to forgive the loan.
- Atlanta Neighborhood Development Partnership recently received notice from the Georgia Department of Community Affairs (DCA) of an award of four (4) percent Low-Income Housing Tax Credit (LIHTC) and tax-exempt bond financing to redevelop the Delowe Village property. As part of the redevelopment of the apartments, Delowe Village will be purchased and redeveloped by a new entity, Delowe Village Partners, LLC, of which ANDP will be a co-General Partner.

**Scope of Work:** As part of the DCA award for LIHTC and tax-exempt bond financing to ANDP to redevelop Delowe Village, DCA requires that the Fulton County Board of Commissioners consent to the Delowe Village Partnership, LLC assuming the loan and subordination of the current HOME Loan to the new financing by May 1, 2025. This will allow Delowe Village to be redeveloped, preserving 64 units of affordable housing for an additional thirty (30) years. The request does not include any additional funding from Fulton County.

**Community Impact:** By consenting to the loan assumption and subordination of the existing HOME loan, Fulton County enables the redevelopment of Delowe Village, which will preserve 64 units of affordable housing for an additional 30 years. This action supports long-term housing stability for low- and moderate-income residents, promotes neighborhood revitalization, and aligns with the County's commitment to sustaining affordable housing options without requiring additional financial investment from the County.



**Department Recommendation:** The department recommends approval of the request.

**Project Implications:** The May 1, 2025, deadline set by DCA adds urgency. Delays in obtaining consent could jeopardize the LIHTC and bond financing, potentially stalling or derailing the project.

**Community Issues/Concerns:** N/A

**Department Issues/Concerns:** N/A

### **Fiscal Impact / Funding Source**

**Funding Line 1:**

No additional funding is required.





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0291

**Meeting Date:** 4/16/2025

### Department

Select Fulton

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

Request approval to renew an existing contract - Select Fulton - Workforce Development Divisions, 22RFP0121B-PS, Adult and Dislocated Services for Select Fulton in the amount of \$2,060,944.61 with Arbor E&T, LLC dba Equus Workforce Solutions (Equus) (Louisville, KY) to provide adult and dislocated career center services. This action exercises the third of three renewal options. No renewal options remain. Effective July 1, 2025 through June 30, 2026. This contract is 100% grant funded.

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

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

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

Infrastructure and Economic Development

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** Select Fulton's Workforce Development Division focuses on demand driven workforce solutions by providing data and resources for businesses seeking a skilled workforce; as well as providing workforce solutions for dislocated workers and qualified unemployed/underemployed adults. The primary method of delivering these services is through a network of Career Resource Centers that assist people seeking employment, training and education services for Adult and Dislocated Worker Programs.

**Scope of Work:** Programs provided for this project are Adult and Dislocated Worker Career Services in accordance with the Workforce Innovation and Opportunity Act (WIOA). Period of performance will be from July 1, 2024 through June 30, 2025.

**Community Impact:** Ensuring greater customer service and access to employment opportunities for Fulton County residents.

**Department Recommendation:** Approval

**Project Implications:** The Department needs to demonstrate to the State a level of commitment to use WIOA funding annually in the form of an executed contract for service delivery.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0275	4/20/22	\$1,028,125.00
Amendment No. 1	22-0969	12/21/22	\$697,000.00
Renewal No. 1	23-0318	5/03/23	\$1,725,125.00
Renewal No. 2	24-0295	5/01/24	\$1,725,125.00
Amendment No. 2	25-0191	3/19/25	\$335,819.61
<b>Renewal No. 3</b>			<b>\$2,060,944.61</b>
Total Revised Amount			\$7,572,139.22

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

**Contract Value:** \$2,060,944.61

**Prime Vendor:** Arbor E & T, LLC dba Equus Workforce Solutions

**Prime Status:** Non-Minority

**Location:** Louisville, KY

**County:** Jefferson County

**Prime Value:** \$1,957,897.38 or 95.00%

**Subcontractor:** NOIYSE Consulting dba NOIYSE

**Subcontractor Status:** African American Female Business Enterprise

**Location:** College, GA

**County:** Fulton County

**Subcontractor Value:** \$30,914.17 or 1.50%

**Subcontractor:** Dominus Gray

**Subcontractor Status:** African American Male Business Enterprise



**Location:** Atlanta, GA  
**County:** Fulton County  
**Subcontractor Value:** \$60,179.58 or 2.92%

**Subcontractor:** Soft Skill  
**Subcontractor Status:** African American Male Business Enterprise  
**Location:** Lawrenceville, GA  
**County:** Gwinnett County  
**Subcontractor Value:** \$11,953.48 or 0.58%

**Total Contract Value:** \$2,060,944.61 or 100.00%  
**Total Certified Value:** \$103,047.23 or 5.00%

### Exhibits Attached

Exhibit 1: Contract Renewal Agreement  
Exhibit 2: Contract Renewal Evaluation Form  
Exhibit 3: Performance Evaluation

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

Samir Abdullahi, Director, Economic Development, 404-612-8120

### Contract Attached

No

### Previous Contracts

Yes

### Total Contract Value

Original Approved Amount:	\$1,028,125.00
Previous Adjustments:	\$4,483.069.61
This Request:	\$2,060,944.61
TOTAL:	\$7,572,139.22

### Fiscal Impact / Funding Source

#### Funding Line 1:

461-120-WA49-1160: Grants, Economic Development, Professional Services

**Funding Line 2:**

461-120-DA49-1160: Grants, Economic Development, Professional Services

**Funding Line 3:**

461-120-WD48-1160: Grants, Economic Development, Professional Services

**Funding Line 4:**

461-120-WD49-1160: Grants, Economic Development, Professional Services

**Funding Line 5:**

461-120-WQ45-1160: Grants, Economic Development, Professional Services

Key Contract Terms	
<b>Start Date:</b> 7/1/2025	<b>End Date:</b> 6/30/2026
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> No renewal options remain

**Overall Contractor Performance Rating:** 85**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
7/1/2024**Report Period End:**  
3/31/2025



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT: Select Fulton**

**BID/RFP NUMBER: 22RFP0121B-PS**

**BID/RFP TITLE: Adult and Dislocated Services for Select Fulton**

**ORIGINAL APPROVAL DATE: April 20, 2022**

**RENEWAL EFFECTIVE DATES: July 1, 2025 through June 30, 2026**

**RENEWAL OPTION #: 3 OF 3**

**NUMBER OF RENEWAL OPTIONS: 3**

**RENEWAL AMOUNT: \$2,060,944.61**

**COMPANY'S NAME: Arbor E&T, LLC dba Equus Workforce Solutions**

**ADDRESS: 9510 Ormsby Station Road, Suite 104**

**CITY: Louisville**

**STATE: KY**

**ZIP: 40223**

**This Renewal Agreement No. 3 was approved by the Fulton County Board of**

**Commissioners on BOC DATE: \_\_\_\_\_ BOC NUMBER: \_\_\_\_\_**

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**ARBOR E&T, LLC dba EQUUS  
WORKFORCE SOLUTIONS**

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

\_\_\_\_\_  
**Jack Sawyer  
CEO**

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
**Secretary/  
Assistant Secretary**

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

\_\_\_\_\_  
**Samir Abdullahi, Director  
Select Fulton**

\_\_\_\_\_  
**Kevin Gailfoil  
Contract Manager  
Notary Public**

**County:**\_\_\_\_\_

**Commission Expires:** \_\_\_\_\_

**(Affix Notary Seal)**

<b>ITEM#:</b> _____ <b>RM:</b> _____	<b>ITEM#:</b> _____ <b>2<sup>nd</sup> RM:</b> _____
<b>REGULAR MEETING</b>	<b>SECOND REGULAR MEETING</b>



## **CERTIFICATE OF INSURANCE**

## Contract Renewal Evaluation Form

<b>Date:</b>	March 5, 2025
<b>Department:</b>	Economic Development
<b>Contract Number:</b>	22RFP0121B-PS
<b>Contract Title:</b>	Workforce Service Delivery Providing Adult and Dislocated Worker Services

**Instructions:**

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

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

This vendor and this project operate Career Services team to serve Fulton County residents. Under this renewal, more funding will go to directly benefits participants in the Career Services team.

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

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

**Explanation / Notes:**

.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

**Explanation / Notes:**

This project was procured through a competitively bid process in 2022.

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

Click here to enter text.

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

Yes, the current expenditure rate of the contractor will result in the fulfillment of the contract.

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

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

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

**Explanation / Notes:**

This project was recently procured through a competitively bid process Click here to enter text.

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

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

The BOC, by approving this contract, moved Career Center Services to be outsourced to a provider to prevent spending under runs in the Workforce grant.

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

If not approved, grant funds would be recaptured

Brett Lacy

March 5, 2025

Prepared by

Date



Department Head

Date





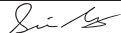
**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/01/24	3/31/2025	06/30/24	07/01/25
Purchaser Order Number		Purchase Order Date	
Department			
Economic Development			
Bid Number		Service Commodity	
22RFP0121B-PS		Workforce Adult and Dislocated Worker Career Services	
Contractor			
APM Equus Holdings Corporation d/b/a Arbor E&T, LLC			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="checkbox"/>	0	4 - Equus provides a quality team and ongoing training, quick problem solving, and improved efficiency for customer enrollment	
<input type="checkbox"/>	1		
<input type="checkbox"/>	2		
<input type="checkbox"/>	3		
<input checked="" type="checkbox"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)	
<input type="checkbox"/>	0	4 - proactive in addressing concerns, intervening to ensure positive performance outcomes	
<input type="checkbox"/>	1		
<input type="checkbox"/>	2		
<input type="checkbox"/>	3		
<input checked="" type="checkbox"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	4 - Easy to work with, always available.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
<input type="radio"/>	0	4 - Correct and documented billing.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	4 - Strong background and national best practices.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	4.0	Date	03/31/25
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Brett Lacy		
Department Head Name:	Samir Abdullahi		
Department Head Signature			

After you have completed filling out the form:

Submit the for to Purchasing

Print a copy of the form

Save the form

Submit

Print

Save





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0292

**Meeting Date:** 4/16/2025

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### Department

Select Fulton

### Requested Action

Request approval to renew an existing contract - Select Fulton - Workforce Development Divisions 22RFP0120B-PS, Youth Services in the amount of \$600,000.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Equus) (Louisville, KY) to provide youth career center services. This action exercises the third of three renewal options. No renewal option remains. Effective dates: July 1, 2025 through June 30, 2026. This contract is 100% grant funded.

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

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

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

Infrastructure and Economic Development

### Commission Districts Affected

- |               |                                     |
|---------------|-------------------------------------|
| All Districts | <input checked="" type="checkbox"/> |
| District 1    | <input type="checkbox"/>            |
| District 2    | <input type="checkbox"/>            |
| District 3    | <input type="checkbox"/>            |
| District 4    | <input type="checkbox"/>            |
| District 5    | <input type="checkbox"/>            |
| District 6    | <input type="checkbox"/>            |

### Is this a purchasing item?

Yes

### Summary & Background

Select Fulton's Workforce Division focuses on demand driven workforce solutions by providing data and resources for businesses seeking a skilled workforce as well as providing workforce solutions for dislocated workers and qualified unemployed/ underemployed adults and youth. The primary method of delivering these services is through a network of Career Resource Centers that assist people seeking employment, training and education services and Youth Services.



**Scope of Work:** Youth Services • career planning, education, training and employment services for in-school youth (ISY) and out-of-school youth (OSY) who are aged 14-24; • Services are for continuous, full-year programs; • All programs are required to recruit WIOA-eligible participants from their service area, enter data into a WIOA Case Management System, and provide a full range of WIOA services until participants exit from WIOA programs and services; • Exit outcomes from services provided must include combinations of the credential attainment (high school diploma/GED), basic skills improvement, nationally-recognized occupational certification/credentials, employment and entry into post-secondary/advanced education.

**Community Impact:** Ensuring greater customer service and access to employment opportunities for Fulton County residents.

**Department Recommendation:** Approval

**Project Implications:** The Department needs to demonstrate to the State a level of commitment to use WIOA funding annually in the form of an executed contract for service delivery.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0276	04/20/2022	\$600,000.00
1st Renewal	23-0319	05/03/2023	\$600,000.00
2 <sup>nd</sup> Renewal	24-0294	05/01/2024	\$600,000.00
3 <sup>rd</sup> Renewal			\$600,000.00
Total Revised Amount			\$2,400,000.00

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

**Contract Value:** \$600,000.00

**Prime Vendor:** Arbor E & T, LLC dba Equus Workforce Solutions  
**Prime Status:** Non-Minority  
**Location:** Louisville, KY  
**County:** Jefferson County  
**Prime Value:** \$570,000.00 or 95.00%

**Prime Vendor:** NOIYSE Consulting dba NOIYSE  
**Prime Status:** African American Female Business Enterprise  
**Location:** College, GA  
**County:** Fulton County  
**Prime Value:** \$12,480.00 or 2.08%

**Prime Vendor:** Dominus Gray  
**Prime Status:** African American Male Business Enterprise  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$17,520.00 or 2.92%

**Total Contract Value:** \$600,000.00 or 100.00%  
**Total M/FBE Value:** \$30,000.00 or 5.00%

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

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Performance Evaluation

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

Samir Abdullahi, Director, Select Fulton 404-612-8120

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$600,000.00  
Previous Adjustments: \$1,800,000.00  
This Request: \$600,000.00  
TOTAL: \$2,400,000.00

**Fiscal Impact / Funding Source**

**Funding Line 1:**

461-120-YO24-1160 - Grants, Economic Development, Professional Services

**Funding Line 2:**

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**Agenda Item No.:** 25-0292

**Meeting Date:** 4/16/2025

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461-120-YI24-1160 - Grants, Economic Development, Professional Services

Key Contract Terms	
Start Date: 7/1/2025	End Date: 6/30/2026
Cost Adjustment:	Renewal/Extension Terms: None

**Overall Contractor Performance Rating:** 82

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
7/1/2024

**Report Period End:**  
3/31/2025



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT: Select Fulton**

**BID/RFP NUMBER: 22RFP0120B-PS**

**BID/RFP TITLE: WIOA Youth Services**

**ORIGINAL APPROVAL DATE: April 20, 2022**

**RENEWAL EFFECTIVE DATES: July 1, 2025 through June 20, 2026**

**RENEWAL OPTION #: 3 OF 3**

**NUMBER OF RENEWAL OPTIONS: 3**

**RENEWAL AMOUNT: \$600,000.00**

**COMPANY'S NAME: Arbor E&T, LLC dba Equus Workforce Solutions (Equus)**

**ADDRESS: 9510 Ormsby Station Road, Suite 104**

**CITY: Louisville**

**STATE: KY**

**ZIP: 40223**

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

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

**SIGNATURES: SEE NEXT PAGE**



**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**ARBOR E&T, LLC dba EQUUS  
WORKFORCE SOLUTIONS**

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

\_\_\_\_\_  
**Jack Sawyer  
CEO**

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
**Secretary/  
Assistant Secretary**

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

\_\_\_\_\_  
**Samir Abdullahi, Director  
Select Fulton**

\_\_\_\_\_  
**Kevin Gailfoil  
Contract Manager  
Notary Public**

**County:**\_\_\_\_\_

**Commission Expires:** \_\_\_\_\_

**(Affix Notary Seal)**

<b>ITEM#:</b> _____ <b>RM:</b> _____	<b>ITEM#:</b> _____ <b>2<sup>nd</sup> RM:</b> _____
<b>REGULAR MEETING</b>	<b>SECOND REGULAR MEETING</b>

## **CERTIFICATE OF INSURANCE**

## Contract Renewal Evaluation Form

<b>Date:</b>	<b>March 31, 2025</b>
<b>Department:</b>	Economic Development
<b>Contract Number:</b>	22RFP0120B-PS
<b>Contract Title:</b>	Workforce Service Delivery Providing Youth Services

**Instructions:**

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

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

This vendor and this project operate Career Services team to serve Fulton County residents. Under this renewal, more funding will go to directly benefits participants in the Career Services team.

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

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

**Explanation / Notes:**

.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

**Explanation / Notes:**

This project was procured through a competitively bid process in 2022.

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

Click here to enter text.

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

Yes, the current expenditure rate of the contractor will result in the fulfillment of the contract.

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

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

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

**Explanation / Notes:**

This project was recently procured through a competitively bid process Click here to enter text.



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

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

The BOC, by approving this contract, moved Career Center Services to be outsourced to a provider to prevent spending under runs in the Workforce grant.

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

If not approved, grant funds would be recaptured

Brett Lacy

March 7, 2025

Prepared by

Date



Department Head

Date



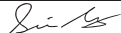
**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/01/24			
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating	4	Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

After you have completed filling out the form:

Submit the for to Purchasing

Print a copy of the form

Save the form

Submit







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0293

**Meeting Date:** 4/16/2025

### Department

Select Fulton

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

Request approval to renew an existing contract - Select Fulton - Workforce Development Division, 22RFP0119B-PS, One Stop Operator in the amount of \$112,500.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Equus) (Louisville, KY) to provide the coordination and facilitation of a "One-Stop Operator" service. This action exercises the third of three renewal options. No renewal options remain. Effective dates: July 1, 2025 through June 30, 2026. This contract is 100% grant funded

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

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

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

Infrastructure and Economic Development

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

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

To provide the coordination and facilitation of a "One- Stop Operator" service.

**Scope of Work:** The Workforce Innovation and Opportunity Act (WIOA) is legislation designed to strengthen and improve our nation's public workforce system and help Americans, including youth and those with significant barriers to employment, transition into high-quality jobs and careers and

help employers hire and retain skilled workers. The scope of work is for the coordination and facilitation of a “One-Stop Operator” service in order to provide jobseekers with access and information regarding each of the workforce services and programs that they may qualify for at one location, known as a One-Stop Center, and with the common identifier “American Job Center.” The goals and format of the One-Stop-Operator are set out in the Workforce Innovation and Opportunity Act (WIOA), at Section 121, subsection (e). According to 29 U.S.C. § 3151, One Stop Operator shall:

1. Coordinate the provision of WIOA and Wagner-Peyser funded services by other agencies for the universal population at a One-Stop Center consistent with the One-Stop Operator’s Business Plan.
2. Conduct a self-assessment along with the Local Workforce Development Board to ensure compliance with the recertification criteria.
3. Incorporate all partners into the comprehensive onestop; include partners who are electronically present in the comprehensive one-stop
4. Handle complaints and/or concerns from customers
5. Oversee staff teams
6. Develop and deliver technical assistance
7. Measure outcomes and evaluate system effectiveness
8. Collect data and use data validation methodology
9. Report data timely
10. Ensure all partner agencies are collaborating and cooperating in the implementation of the partner programs
11. Train the one-stop operator staff
12. Cross-train the partner-program staff
13. Conduct organizational capacity building to guide their internal development and activities
14. Bring together the partner programs to ensure adequate outreach of the one-stop center
15. Demonstrate a thorough understanding of target populations for partner programs
16. Take ownership/leadership in ensuring all partners are contributing to the center, both financially as well as through resources and staff time
17. Comply with all federal/state/local regulations
18. Provide oversight to ensure that all partner agencies are also in compliance with all federal/state/local regulations.

**Community Impact:** The impact of the One Stop Operator on the community is the reduction of the time and effort of the customer to contact WIOA Partner Services provided by the Fulton County Workforce Preparation and Employment System (FCWPES), Georgia Department of Labor (GDOL), Gwinnett Technical College (GTC), Georgia Vocational Rehabilitation Agency (GVRA), Atlanta Technical College (ATC), Fulton County Housing Authority (FCHA), and the Fulton Atlanta Community Action Authority (FAACA) under the brand, “WorkSource Fulton, A proud partner of the American Job Center® network.”

**Department Recommendation:** Approval

**Project Implications:** Failure to provide for the coordination and facilitation of a “One-Stop Operator” service may result in loss of WIOA grant funds. See 20 C.F.R. § 678.635 (a).

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0291	04/20/202	\$125,000.00
1st Renewal	23-0317	05/03/2023	\$125,000.00

2 <sup>nd</sup> Renewal	24-0293	05/01/2024	\$112,500.00
3 <sup>rd</sup> Renewal			\$112,500.00
Total Revised Amount			\$475,000.00

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)***Contract Value:** \$112,500.00**Prime Vendor:** Arbor E & T, LLC dba Equus Workforce Solutions**Prime Status:** Non-Minority**Location:** Louisville, KY**County:** Jefferson County**Prime Value:** \$106,875.00 or 95.00%**Subcontractor:** NOIYSE Consulting dba NOIYSE**Subcontractor Status:** African American Female Business Enterprise**Location:** College, GA**County:** Fulton County**Subcontractor Value:** \$2,340.00 or 2.08%**Subcontractor:** Dominus Gray**Subcontractor Status:** African American Male Business Enterprise**Location:** Atlanta, GA**County:** Fulton County**Subcontractor Value:** \$3,285.00 or 2.92%**Total Contract Value:** \$112,500.00 or 100.00%**Total Certified Value:** \$5,625.00 or 5.00%**Exhibits Attached**

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Performance Evaluation

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

Samir Abdullahi, Director, Select Fulton 404-612-8120

**Contract Attached**

Choose an item.

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$125,000.00  
Previous Adjustments: \$237,500.00  
This Request: \$112,500.00  
TOTAL: \$475,000.00

**Fiscal Impact / Funding Source****Funding Line 1:**

461-120-YO24-1160- Grants, Economic Development, Professional Services

**Funding Line 2:**

461-120-YI24-1160- Grants, Economic Development, Professional Services

**Funding Line 3:**

461-120-DA49-1160- Grants, Economic Development, Professional Services

**Funding Line 4:**

461-120-WD48-1160- Grants, Economic Development, Professional Services

Key Contract Terms	
<b>Start Date:</b> 7/1/2025	<b>End Date:</b> 6/30/2026
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> No Renewal Options Remain

**Overall Contractor Performance Rating:** 85

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:** 7/1/2024  
**Report Period End:** 3/31/2025





**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT: Select Fulton**

**BID/RFP NUMBER: 22RFP0119B-PS**

**BID/RFP TITLE: WIOA One Stop Operator**

**ORIGINAL APPROVAL DATE: April 20, 2022**

**RENEWAL EFFECTIVE DATES: July 1, 2025 through June 30, 2026**

**RENEWAL OPTION #: 3 OF 3**

**NUMBER OF RENEWAL OPTIONS: 3**

**RENEWAL AMOUNT: \$112,500.00**

**COMPANY'S NAME: Arbor E&T, LLC dba Equus Workforce Solutions**

**ADDRESS: 9510 Ormsby Station Road, Suite 104**

**CITY: Louisville**

**STATE: KY**

**ZIP: 40223**

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

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

**ARBOR E&T, LLC dba EQUUS  
WORKFORCE SOLUTIONS**

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

\_\_\_\_\_  
**Jack Sawyer  
CEO**

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
**Secretary/  
Assistant Secretary**

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

\_\_\_\_\_  
**Samir Abdullahi, Director  
Select Fulton**

\_\_\_\_\_  
**Kevin Gailfoil  
Contract Manager  
Notary Public**

**County:**\_\_\_\_\_

**Commission Expires:** \_\_\_\_\_

**(Affix Notary Seal)**

<b>ITEM#:</b> _____ <b>RM:</b> _____	<b>ITEM#:</b> _____ <b>2<sup>nd</sup> RM:</b> _____
<b>REGULAR MEETING</b>	<b>SECOND REGULAR MEETING</b>

## **CERTIFICATE OF INSURANCE**

## Contract Renewal Evaluation Form

<b>Date:</b>	March 7, 2025
<b>Department:</b>	Economic Development
<b>Contract Number:</b>	22RFP0119B-PS
<b>Contract Title:</b>	Workforce Service Delivery Providing One-Stop Operator Services

**Instructions:**

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

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

This vendor and this project operate One-Stop management to serve Fulton County residents in the career centers. Alignment with the Career Services contract provides administrative cost savings and more efficient service delivery.

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

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

**Explanation / Notes:**

.



☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

**Explanation / Notes:**

This project was procured through a competitively bid process in 2022.

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

Click here to enter text.

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

Yes, the current expenditure rate of the contractor will result in the fulfillment of the contract.

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

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

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

**Explanation / Notes:**

This project was recently procured through a competitively bid process Click here to enter text.

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

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

Federal law requires that the One-Stop Operator be competitively procured.

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

If not approved, grant funds would be recaptured

Brett Lacy

March 7, 2025

Prepared by

Date



Department Head

Date



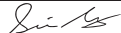
**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/01/24			
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
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4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating	4	Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

After you have completed filling out the form:

Submit the form to Purchasing

Print a copy of the form

Save the form

Submit







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0294

Meeting Date: 4/16/2025

### Department

Police

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

Request approval of the 2025 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County Police Department, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.

OCGA §36.10.1 requires all contracts be approved by the Board and entered into the official minutes.

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

Justice and Safety

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

This annually certified agreement between the Federal Government and Fulton County sets forth requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, which are shared with participating law enforcement agencies.

The Department of Justice funds the Equitable Sharing program by which local governments receive an allocation of seizures, confiscations and other law enforcement activities in which the Fulton County Police Department has had a cooperative or collaborative role. These funds can be utilized for training, communications, equipment, ammunition and other allowable law enforcement activities. During 2024 reporting, the Police Department spent \$222.13.

This annual information return shows the revenue receipts from the federal government, and the local government spending within the restrictions of this program for law enforcement purposes. These transactions are classified within a separate special revenue fund as required under the agreement. During 2024, the Police Department did not receive any Equitable Sharing distributions from the Department of Justice.

**Department Recommendation:** The Department requests approval.

**Project Implications:** Subsequent shared revenues from this program are subject to receipt of signed annual agreement.

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

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

**Fiscal Impact:** Subsequent shared revenues from this program are subject to receipt of signed annual agreement.

**History of BOC Agenda Item:** Has this item previously been before the BOC? No.

**Exhibits Attached:**

Exhibit 1: Equitable Sharing Agreement and Certification report.



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** GA0601300  
**Agency Name:** Fulton County Police Department  
**Mailing Address:** 141 Pryor Street Sw, Suite 7001  
Atlanta, GA 30303

**Type:** Police Department

**Agency Finance Contact**

**Name:** Dickerson, Delia

**Phone:** 404-613-7906

**Email:** Delia.Dickerson@fultoncountyga.gov

**Jurisdiction Finance Contact**

**Name:** Pryor, Kela

**Phone:** 404-612-7603

**Email:** Kela.Pryor@fultoncountyga.gov

**ESAC Preparer**

**Name:** Pryor, Kela

**Phone:** 404-612-77603

**Email:** Kela.Pryor@fultoncountyga.gov

**FY End Date:** 12/31/2024

**Agency FY 2025 Budget:** \$18,993,007.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance	\$8.07	\$214.06
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$0.00	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$8.07	\$214.06
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$0.00	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPI, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$8.07	\$214.06
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$8.07	\$214.06

**Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Support of Community-Based Programs**

Recipient	Justice Funds	

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor****Name:** John Jordan**Company:** Jordan , John J**Phone:** 404-659-3384**Email:** jjordan@pjcggroup.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:



## Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ Yes ☒ No

### Agency Head

Name: Yates, W. Wade

Title: Chief of Police

Email: William.Yates@fultoncountyga.gov

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Pitts, Robert

Title: Chair, Board of Commissioners

Email: Robb.Pitts@fultoncountyga.gov

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.





# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 25-0297

**Meeting Date:** 4/16/2025

---

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Holy Innocents Varsity Girls Basketball Championship Appreciation Day.”  
**(Pitts/BOC)**

Proclamation recognizing “Holy Innocents Varsity Boys Basketball Championship Appreciation Day.”  
**(Pitts/BOC)**

Proclamation recognizing “Law Day.” **(Ivory/BOC)**







# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 25-0299

**Meeting Date:** 4/16/2025

---

### 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**

April 16, 2025

Board of Commissioners Meeting

# AGENDA

## Justice

- Justice System
- Jail Facilities

## Focus Areas

- Community Development
- Customer Services
- Tax Digest Legislative

## Finance and Purchasing

- Grant Program Funding Update
- ARPA Reporting
- Monthly Financials
- Emergency and County Manager Contracts



# **Justice System Update**





FULTON COUNTY GOVERNMENT

# Justice System Update

J1-TOWER

APRIL 16, 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	FEBRUARY 2025	MARCH 2025	DELTA <i>(previous month vs. current month)</i>
Average Length of Stay	30 days	71 days	44 days	47 days	3 day increase
Jail Population Unindicted without other charges	10%	34%	<i>Automating Data Analysis</i>	18%	<i>Automating Data Analysis</i>
Clearance Rate for Felony Criminal Cases	100%	72%	53%	76%	23% increase
Felony Cases Disposed within 180 Days	90%	25%	18%	25%	7% increase
Felony Cases Disposed within 365 Days	98%	63%	50%	54%	4% increase

*Average length of stay calculated only after individuals have been booked out of the jail and does not include currently incarcerated inmates*



FULTON COUNTY GOVERNMENT

# Justice System Update

APRIL 16, 2025

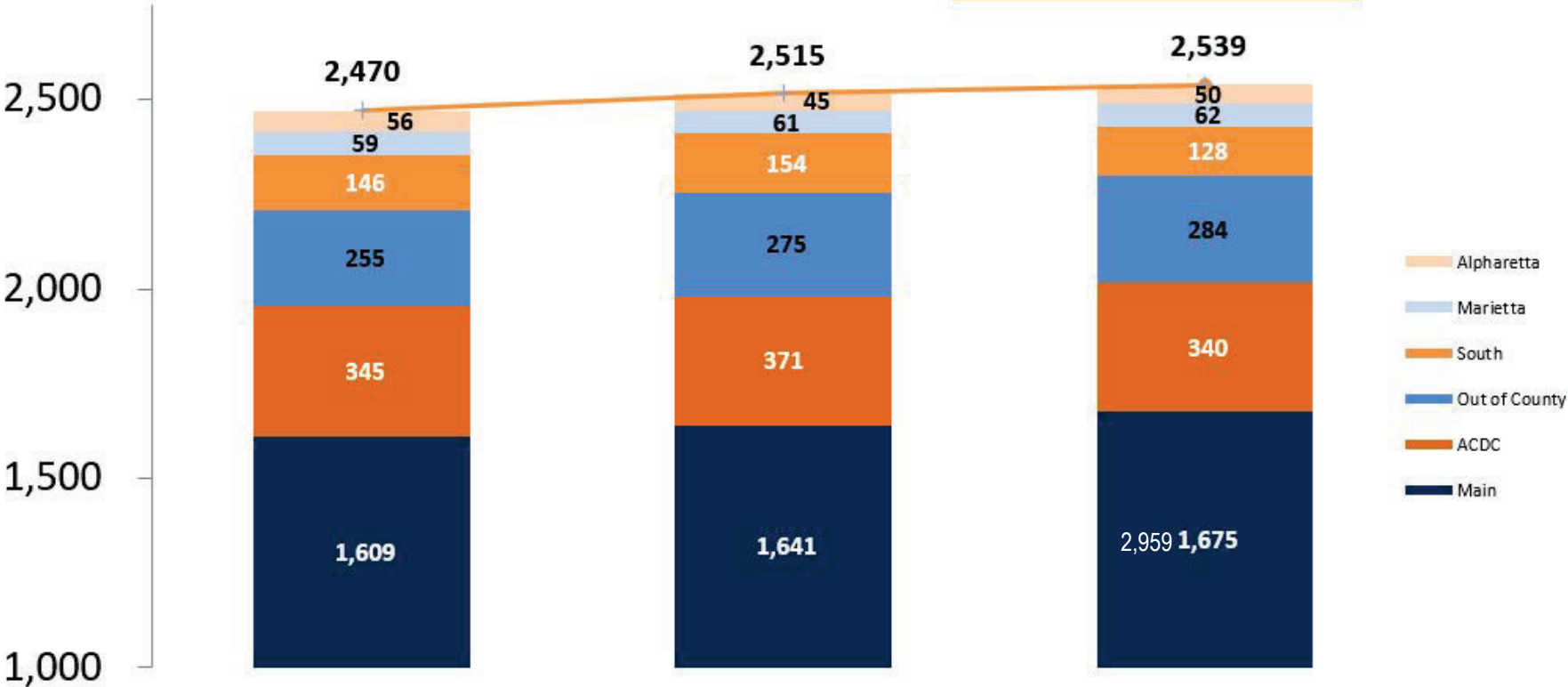
## AGENDA

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

# AVERAGE MONTHLY POPULATION



**2,599**  
as of 4/10/2025



	January	February	March
Book In	410	470	490
Book Out	416	460	478
Net	6	-10	-12

# AVERAGE MONTHLY JAIL POPULATION

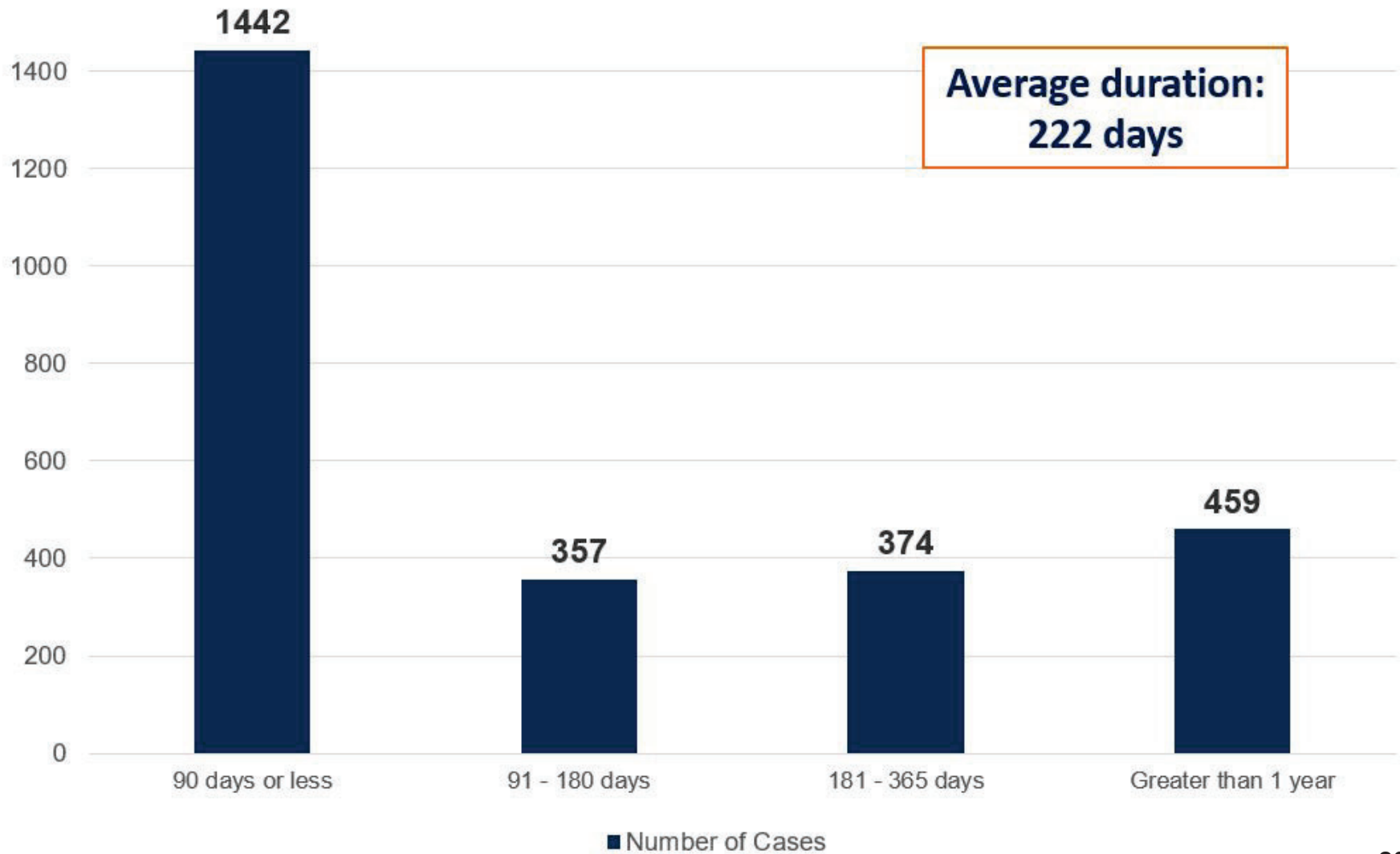
## POPULATION BY FACILITY



	JANUARY	FEBRUARY	MARCH	4/10/2025
Main	1,609	1,641	1,675	1,707
ACDC	345	339	340	355
Out of County	255	275	284	287
South Annex	146	154	128	143
Marietta	59	61	62	60
Alpharetta	56	45	50	47
TOTAL	2,470	2,515	2,539	2,599

# LENGTH OF STAY FOR CURRENTLY INCARCERATED

INMATES IN JAIL





# JAIL POPULATION FACILITY UTILIZATION

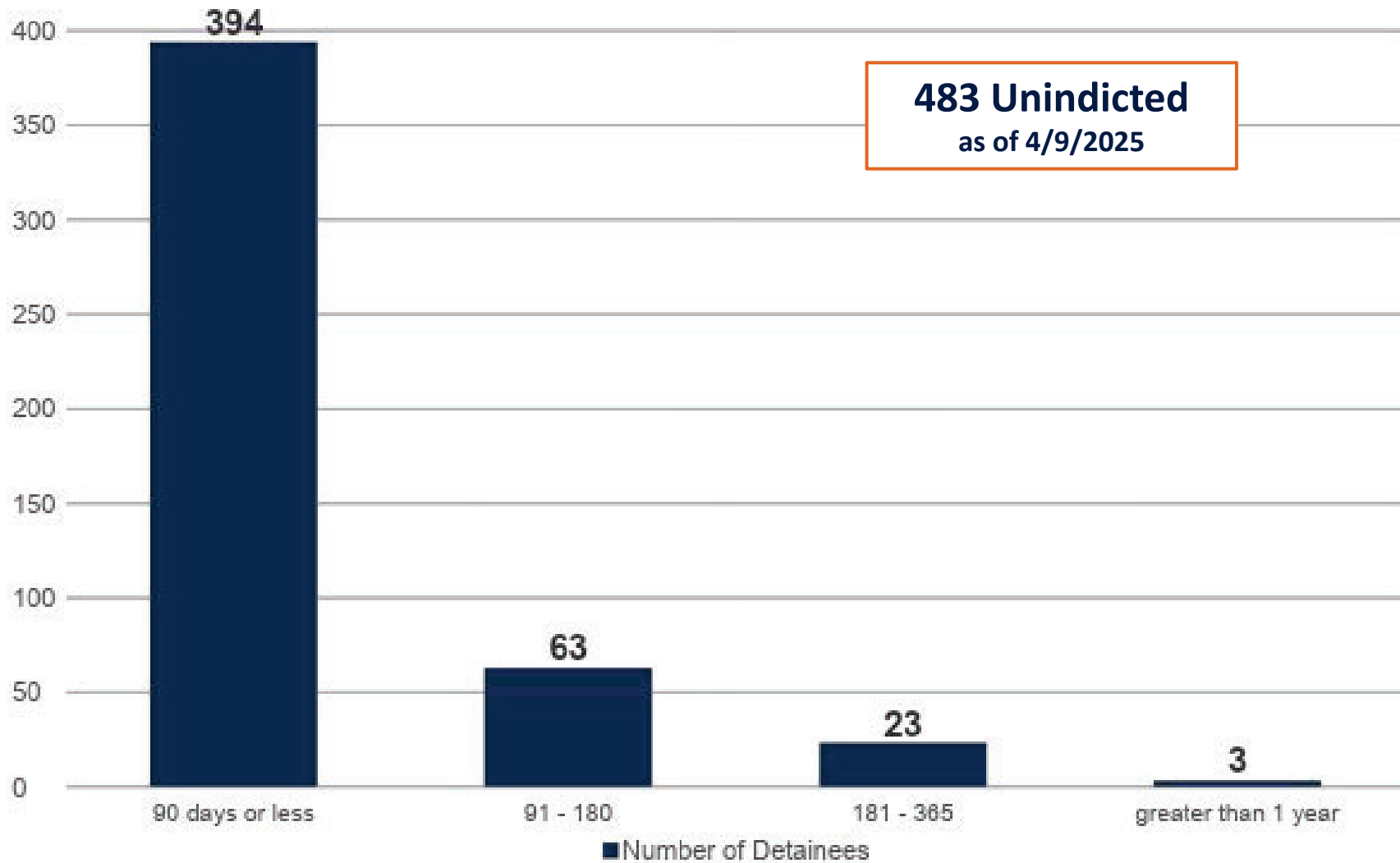
AS OF 4/10/2025

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



# UNINDICTED JAIL POPULATION

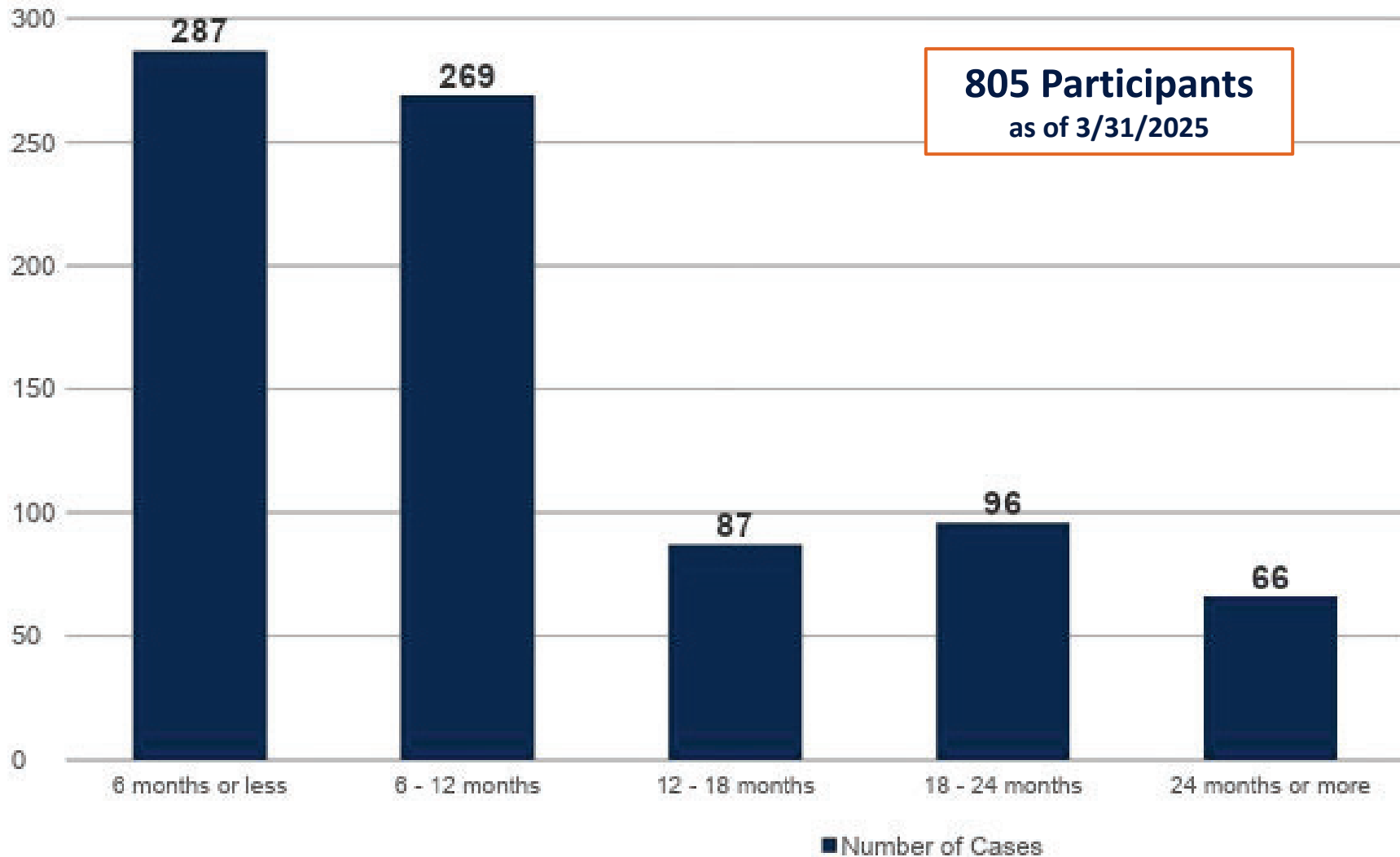
## DAYS IN JAIL AS OF 4/9/2025



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appears and foreign and/or other agency holds, 203

# ELECTRONIC MONITORING UPDATE

## MONTHS ON MONITOR AS OF 3/31/2025





FULTON COUNTY GOVERNMENT

# Justice System Update

APRIL 16, 2025

## AGENDA

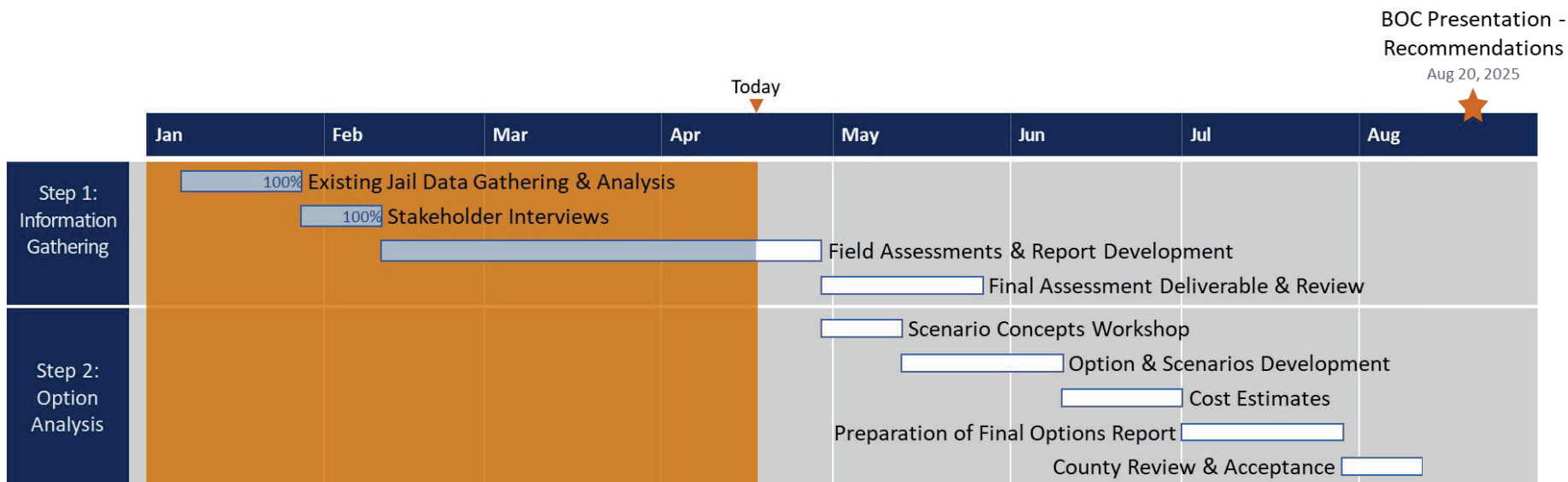
- 01 JUSTICE SYSTEM SCORECARD
- 02 JAIL POPULATION UPDATE
- 03 JAIL CAPITAL IMPROVEMENT PROGRAM UPDATE

# JAIL CAPITAL IMPROVEMENT PROGRAM

## MONTHLY STATUS UPDATE



Completed Activities	Ongoing Activities	Upcoming Activities
Activities	Activities	Activities Timeline
Main Jail onsite assessment	Develop draft findings report	Scenario Concept Workshop May 2025
Marietta & South Annex onsite assessments	Develop baseline cost estimates for improvements	Develop options and associated cost estimates Jun 2025
Atlanta City Detention Center (ACDC) onsite assessment	Planning sessions for Scenario Concept Workshop	Final report submission Jul 2025
		Presentation of recommendations to BOC Aug 2025





# PRIORITIES

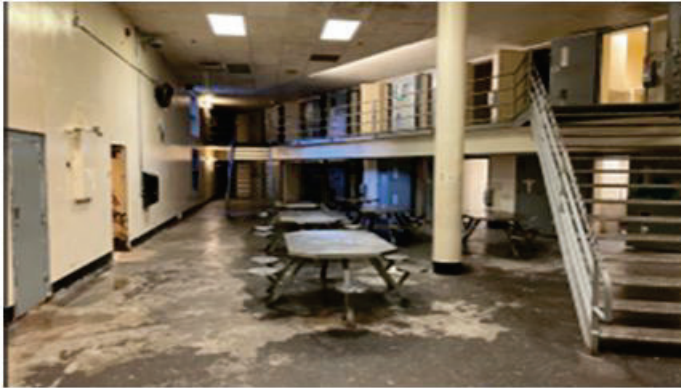


- ✓ Continue reporting Justice System Scorecard and average jail population metrics
- ✓ Develop automated process to create the full jail population analysis
- ✓ Work collaboratively with Courts to identify the aging of cases and targets for dispositions
- ✓ Report on case management strategies developed by the Courts



# **Jail Blitz Plan**

# Jail Maintenance Blitz



- **Overall Blitz Project Update**
  - 7 of 11 housing units completed = **64%**
  - Blitz work in housing unit 7 North to be completed today
    - Touch-up painting
  - Current blitz area: 3 North
    - Houses residents with physical and/or behavioral health needs
    - Began clinical cleaning of 3 North in advance of blitz.
    - Lesser damage in this unit
    - Projected completion: 5/16/2025
- Overall blitz completion by **July/August 2025**

# Jail Maintenance - Bed Availability

- 575 beds currently unavailable @ Rice St. due to repairs

Location	# of Beds
<i>1 North</i>	<b>204</b>
<i>3 North</i>	<b>204</b>
<i>6 South Zone 200</i>	<b>32</b>
<i>6 South Zone 500</i>	<b>35</b>
<i>7 South Zone 400</i>	<b>36</b>
<i>7 South Zone 600</i>	<b>32</b>
<i>7 North 500</i>	<b>32</b>



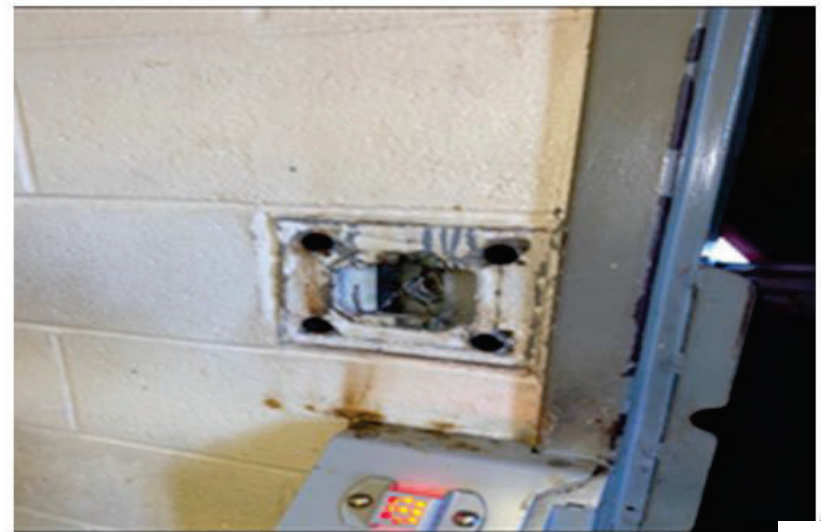
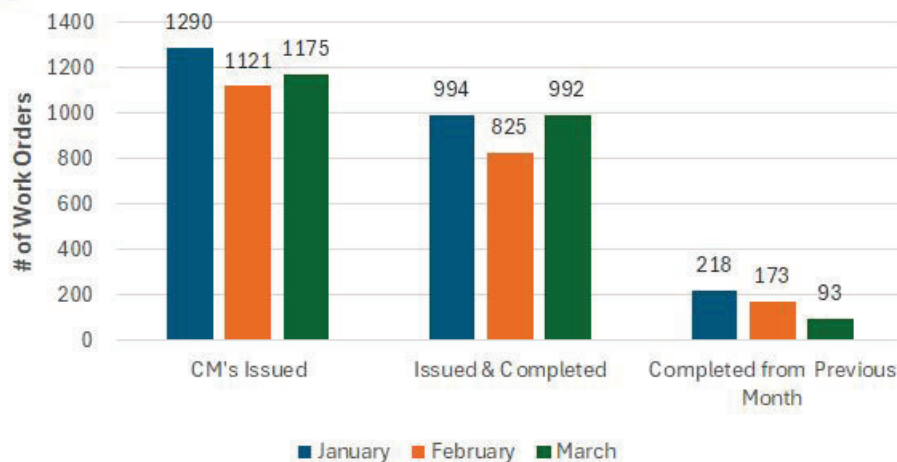


# Jail Maintenance Overview

Thru 4/10/2025

- **Corrective Maintenance (March 2025)**
  - 992 of 1,175 issued & completed: **84%**
  - 93 March WO's completed in April = **92%**
  - **1,792** CM's completed from 3/1 thru 4/10
- **Preventive Maintenance (March 2025)**
  - 328 of 390 PM's scheduled & completed: **84%**
- **Work order backlog = 1,272**
  - 15% reduction – 1,501 at last report
  - Upcoming blitz areas: **701**

3 Month Overview

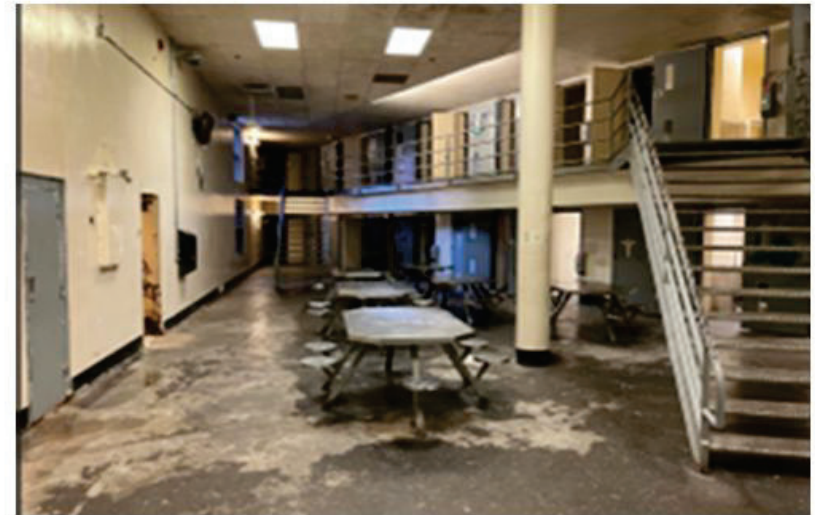




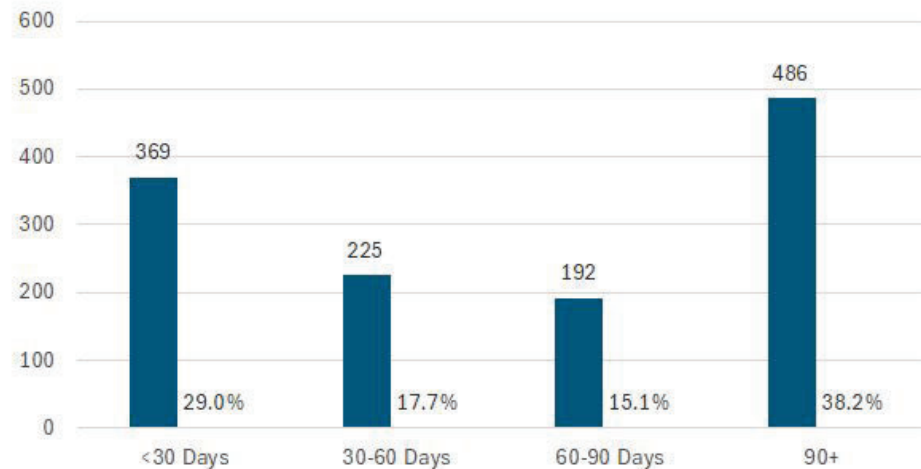
# Jail Work Order Backlog

Thru 4/10/2025

- **369 open work orders are < 30 days**
  - 29% of total # of open work orders
- **417 open work orders between 30 & 90 days**
  - 33% of total # of open work orders
- **486 Work orders are > than 90 days**
  - 38% of total # of open work orders



Work Order Back Log By Age



# 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 1/17/2025. Project will begin on 5/19/2025 due to material availability delay. Projected completion: August 2025
Padded Cells @ South Annex	\$260,000	Completed on 1/17/2025.
Kitchen Equipment Replacement	\$212,302	Equipment ordered. Delivery and installation scheduled for 4/21/2025
Laundry Equipment Replacement	\$346,657	Cooperative purchasing agreement being revised to reflect impact of recent tariffs. <i>Current equipment fully functional</i>
Elevator Modernization	\$1,652,000	Targeting May 1, 2025, for solicitation advertisement. Developed additional scope for elevator control/security
<b>TOTAL</b>	<b>\$3,194,824</b>	



# QUESTIONS



# **Community Development**

# Programs and Services

The Department of Community Development provides a range of services to Fulton County constituents:

**Community Services Program** - Funds nonprofits in the areas of:

- Children & Youth Services
- Disabilities
- Economic Stability & Poverty
- Homelessness
- Senior Services
- Health and Wellness

In 2024, 53,424 constituents received services through CSP and 145 agencies were funded.

## Youth Programs

- Youth Commission
- Connected: Youth Leadership Program
- My Brother's Keeper Mentorship Program





# Programs and Services

## **Municipal Partnerships:**

Using Federal CDBG Funds Community Development partners with cities to fund infrastructure, park and public facility improvement projects. Currently working with cities to complete 7 projects totaling \$858,971.

## **Home Repair Program:**

Provides home repair assistance to eligible homeowners throughout Fulton County. In 2024, 39 homes were repaired in partnership with Meals on Wheels

## **HOP - Down Payment Assistance Program:**

Program offers eligible first-time homebuyers down payment and closing cost assistance. In 2024, 24 first-time homeowners were assisted.



# Programs and Services

## **Fulton County Continuum of Care/Homelessness**

In partnership with 24/7 Gateway the County operates 2 Homeless Assessment Centers (Coordinated Entry):

- North Fulton: 7741 Roswell Rd, NE, Atlanta, GA
- South Fulton: 5600 Stonewall Tell Rd. College Park, GA

Coordinated Entry Services include, outreach & engagement, case management, housing assistance & referrals, (housing & services)

Funds five (5) agencies that provide permanent supportive housing (housing with wrap-around services).

The Continuum of Care was recently awarded \$3M from HUD.



# Key Performance Indicators

Performance Measures	Target	Result
Municipal projects completed	5	5
Number of homes rehabilitated	28	39
Individuals served through CSP	35,000	53,424
CDBG funded agencies satisfied or very satisfied with staff support during contract period.	85%	100%
CSP funded agencies satisfied or very satisfied with staff support during contract period.	90%	99%
Students/teachers that participated in Youth Commission events	750	901

In 2024 Community Development met all of its bonus targets and met HUD CDBG timeliness requirements for the third year in a row.



# New Programs and Services

## New Programming in development

- Youth Homelessness System Improvement Grant - \$2M HUD grant Partnership with the City of Atlanta to improve intake, data, partnerships and systems to address youth homelessness.
- Tenant-Based Rental Assistance
- Supportive Services and Homelessness Prevention Services HOME-ARP (\$2.1M)





# QUESTIONS





# Customer Service



# Customer Service - A Year in Review Office of the County Manager

April 16, 2025  
Board of Commissioners Meeting

# Who Are We and What Do We Do

Fulton County's Customer Service Division serves as the driving force that shapes service delivery through programmatic efforts and customer service policy management.

We successfully manage the customer experience through various avenues that include:

- Complaint monitoring and resolution
- Customer service metrics and survey development
- Departmental service delivery consulting services
- Translation service assistance and assistance to the hearing impaired
- Employee recognition programs
- Customer Satisfaction Kiosk oversight
- Primary telephone and in-person customer service contact

## PAST ACCOMPLISHMENTS

- Developed the County's Customer Service Policy & Procedures
- Website and intranet redesign-partnership
- Signage/Wayfinding Project-partnership
- Information Desk-Government Center
- Internal customer service training program-partnership
- 2019 NACO Achievement Award
- 2019 NCSA All-Star Award-Customer Satisfaction Kiosks

## 2024 ACCOMPLISHMENTS

- Awarded the 2024 NCSA All-Star Award as Organization of the Year in Customer Service
- Partnership with IT to restore all County call center operations and implementation of WebEx
- Fulton County departments averaged an 94% customer satisfaction rating
- Fully certified customer service team



# Customer Service Division - Key Performance Measures

<i>Measure</i>	<i>Target</i>	<i>Data source</i>	<i>1<sup>st</sup> Qtr</i>	<i>2<sup>nd</sup> Qtr</i>	<i>3<sup>rd</sup> Qtr</i>	<i>4<sup>th</sup> Qtr</i>	<i>Total</i>
<i>% of customers who report their level of satisfaction with service as satisfied or very satisfied</i>	95%	Qualtrics	99%	99%	98%	98%	<b>99%</b>
<i>% of inquiries/complaints escalated to the departmental level by the CS Division within 24 hours</i>	98%	Excel	100%	100%	100%	100%	<b>100%</b>
<i>% of inquiries/complaints researched, investigated and resolved by the CS Division within 4 business days</i>	95%	Excel	100%	100%	100%	100%	<b>100%</b>
<i>Average time to answer calls in the queue is within &lt;20 seconds</i>	20 seconds	IPCC -1 <sup>ST</sup> Qtr WebEx	Unknown (Cyber incident)	14 seconds	10 seconds	12 seconds	<b>12 seconds</b>



# Customer Service Division - Tracking Measures

<i>Measure</i>	<b>Target</b>	<b>Data source</b>	<b>1<sup>st</sup> Qtr</b>	<b>2<sup>nd</sup> Qtr</b>	<b>3<sup>rd</sup> Qtr</b>	<b>4<sup>th</sup> Qtr</b>	<b>Total</b>
<i># of calls received</i>	Program Measure	IPCC-1 <sup>st</sup> Qtr	Unknown	8,000	14,912	13,393	<b>36,305</b>
		WebEx 2-4 Qtrs	(Cyber incident)	(New call center system implementation)			
<i># of visitors to the Information Desk</i>	Program Measure	In-Person Count	4,085	3,203	3,527	4,071	<b>14,886</b>
<i># of notary services</i>	Program Measure	Notary Log	450	419	389	332	<b>1,590</b>
<i># of customer service emails</i>	Program Measure	Web County	12,474*	6,276	4,859	5,845	<b>29,454</b>
<i># of night calls</i>	Program Measure	Count	1,172	649	577	400	<b>2,798</b>
<i># of customer service surveys</i>	Program Measure	Count	918	1,427	1,510	1,273	<b>5,128</b>

\* - The total number of DA March 2024 emails is not included. The folder is missing and has been reported to IT.







# QUESTIONS



# **Tax Digest Update**

# Highlights of HB 92

- **Actions Taken by GA Legislators:**
  - Passed the House and Senate
  - Executed by the Governor on April 1, 2025
  - Effective January 2025
  - Consolidated with HB 370
  - Also note HB 777 and 776 for School Board Exemptions for 2026
- Five acres cap added for the floating homestead exemptions
- Limited to only the primary residence
- Added language that the surviving spouse does not have to reapply
- If school districts opt out they must state their reserve fund amount
- Specifies method for calculating the estimated rollback rate



# Tax Digest System Programming

- Department of Revenue has confirmed the approval of all the required forms
- Data refresh for the test environment
- Testing for staff to test currently being worked on; and questions are being asked on the logic of changes (please see the screen shots)
- Data tunnel for processing
- Site being set up for cities to download their figures/estimates

***“The teams (IT, Tax Assessor, Tax Commissioner, and Tyler) are working diligently to meet all the requirements of the legislation.”***

## HB581 ROLLCALC Definitions

Rollcalc definition GA\_581\_LOC is used to define the preexisting local Freeze Base.

Assessment Calculations - ROLLCALC Open Related Forms

Roll Calc Definition: GA\_581\_LOC Function: ADD

Label: Description:

Rounding:

Table / Columns

Table: EXDET

Column: OVRVAL

Constants

1	2	3	4	5	6
-1					

## HB581 Assessment Screen Updates

The real estate ROLLDEF was updated to display the HB581 State Base as shown below.

Assessment Roll Definitions - ROLLDEF

22.	BASE FLPA (ASMT)	ADDLINE			22	
23.	ADJUSTED FLPA	CUVA_FPLA	100		22	
24.						
25.	HB 581 ST BASE CALC	ST_FRZ_BSE				
26.	HB 581 STATE BASE	IFVESUM2			26	25



# Tax Digest - Tax Assessor's Office

- Guidance from the Department of Revenue to finalize reformatting the Tax Assessment Notices was received
- Staff provided direction to the Computer Assisted Mass Appraisal (CAMA) vendor for programming and testing
- Team is working with External Affairs to update any educational materials or handouts; and will bring back drafts to the BOC at one of the May meetings
- Changes were reviewed with the Board of Assessors on any system programming and procedural modifications, mainly due to the homestead filings during the 45 day appeal period.





# Tax Digest - Tax Commissioner

## Tax Billing Updates:

- Tax bills have been redesigned with a new look for 2025
- The design has been presented to Tyler Technologies for development, with an estimated return date for proofing around May 15th
- Once the redesign is proofed and accepted (by Tyler and Tax Commissioner), new tax bill paper and envelopes must be ordered to accommodate the changes
- Paper and envelope vendors estimates a turnaround time will be between 10 and 12 weeks after their proofs are approved

The screenshot displays the Fulton County Tax Bill website. At the top, there is a navigation bar with links for Home, Property Taxes, Solid Waste, Motor Vehicles, and Press Release. Below this, the user is logged in as Arthur E. Ferdinand, Tax Commissioner of Fulton County, Georgia. The main heading is "Tax Bill".

Property Owner: PINCKNEY NATHANIEL  
Parcel Identification: 22 450312740401  
Description: Real Estate  
User ID: IWR

Property Address: 100 GREENMONT CIRCLE  
Account Number: 2460008  
Current Fair Market Value: \$05,100  
Current Assessed Value: 202,040

City Exemption: County Exemption: Fulton Homestead Reg  
City Sales Tax Credit: \$0.00  
County Sales Tax Credit: \$15.05

Tax Year	Cycle	Principal Amount	Interest	Penalties/Fees	Paid	Total	Due Date
2024	County	2,387.63	0.00	0.00	2,387.63	0.00	11/15/2024
2023	County	1,849.79	0.00	0.00	1,849.79	0.00	11/15/2023
2022	County	2,251.80	0.00	0.00	2,251.80	0.00	11/15/2022
2021	County	2,236.42	0.00	0.00	2,236.42	0.00	11/15/2021
2020	County	2,257.51	0.00	0.00	2,257.51	0.00	11/15/2020
2019	County	2,220.06	0.00	0.00	2,220.06	0.00	10/15/2019
2018	County	3,118.99	0.00	0.00	3,118.99	0.00	10/31/2018
Grand Total Due: \$0.00							

Mailing Address: PINCKNEY NATHANIEL  
100 GREENMONT CIR  
ALPHARETTA GA 30004

Property owners with current legal matters, such as bankruptcy or foreclosure, must contact the Tax Commissioner's office at 404.613.6100 for the official balance due on their parcel(s).

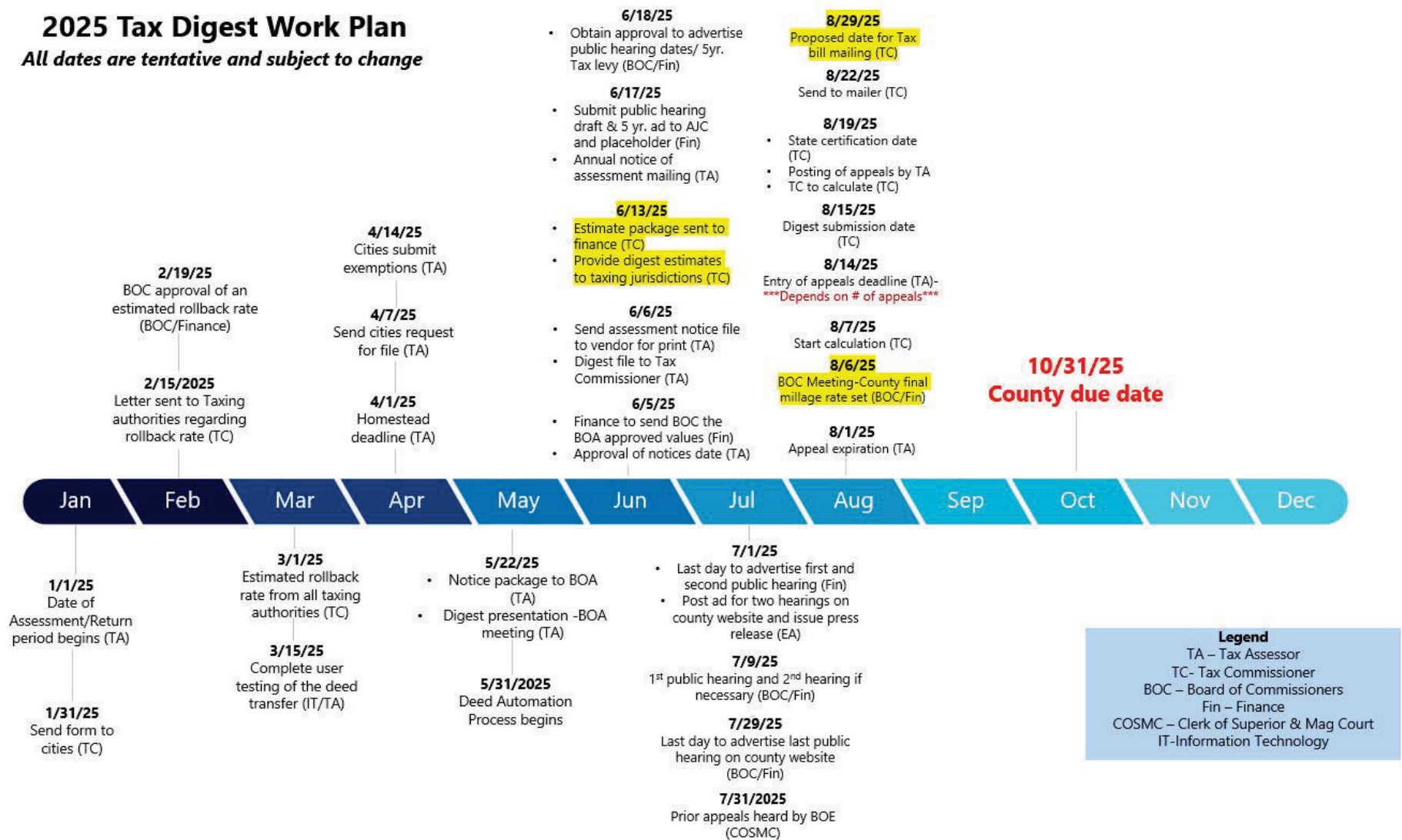
Sign up for E-Billing



# Tax Digest Work Plan

## 2025 Tax Digest Work Plan

*All dates are tentative and subject to change*



**All dates are subject to change**



---

# **Appendix Details of Bill and Cleanup**



# Tax Digest Legislative Update

- **Revenue and taxation; postpone date by which local governing authorities can opt out of base year homestead exemption**
- **Ad valorem tax; school districts; state-wide base year homestead exemption; provisions (formerly HB 370)**  
|  
Requires the property tax bill for any school district that opts out of the state-wide base year homestead exemption to state the total amount of the school district's reserve funds;

## **Part I, Section 1-1 Estimated Rollback cleanup**

- Specifies levying authority method of calculating estimated rollback

## **Part I, Section 1-2 Disclaimer on Tax Bill**

- If a county, city or school opts-out and does not have a base year or adjusted base year homestead exemption, the tax bill must include in bold print, the name of the authority, and the phone number to address questions. (sunsets December 31, 2029)



# Tax Digest Legislative Update

## **Part I, Section 1-3 Floating homestead administration, Opt-in - Opt-out**

- Adds a 5.00-acre cap to the new statewide floating homestead exemption
- Statewide floating homestead exemption will ONLY apply to the primary residence
- If property is in CUVA or FLPA, only the underlying acreage associated with the primary residence is subject to the HB 581 float
- Surviving spouse does not have to reapply to keep the statewide floating exemption
- Governing authority will have until March 1, 2025 to opt out
- Governing authorities who have opted out shall hold three public hearings, pass a resolution and submit the resolution to the Secretary of State by March 1, 2027 to remain opted out of the HB 581 floating homestead.
- For 2025, if the governing authority has previously opted-out, they will have until April 30, 2025 to opt back in by filing a resolution with the Secretary of State.
- For 2026 - 2029, if the governing authority has previously opted-out, they will have until March 1 of such year to opt back in by filing a resolution with the Secretary of State





# Tax Digest Legislative Update

## **Part I, Section 1-4 Homestead Application Period**

- Homestead application can be taken and approved during the 45-day appeal period

## **Part I, Section 1-5 Notice of Assessment**

- If the authority does not provide the estimated rollback rate to the board of assessors and tax commissioner, their previous years millage and estimated tax for the current year goes on the notice of assessment.

## **Part I, Section 1-6 Estimated rollback timeline**

- Each levying shall certify the estimated rollback rate to the county board of tax assessors and county tax commissioner no less than 15 days prior to the postmark of the annual notice of assessment





# QUESTIONS



# **Finance and Purchasing**



# Grant Reporting

# Grant Program Funding Updates

- **As of March 31, 2025, the County has federal grants totaling \$92,819,911 with 70 employees that continue to operate without interruption at this time**
- **The below list of grants identifies the departments and total number of employees currently being paid by the grant award:**

## **Grant Awards totaling \$59,011,939**

- HIV Elimination/Ryan White program - \$36,858,422 – 19 employees
- District Attorney Office - \$11,535,903 – 17 employees
- Behavioral Health (\$12,469,418.00 – 5 employees
- Community Development - \$4,546,701 – 3 employees
- Sheriff Office - \$3,486,457 – 2 employees
- Other Departments - \$2,584,456 – 6 employees

## **Pass-through Awards totaling \$21,338,554**

- Economic Development - \$7,895,667 – 10 employees
- Senior Services - \$11,422,887 – 4 employees
- Other Departments – \$2,020,000 – 4 employees





# Grant Program Funding Updates

- **In order to avoid potential losses of federal reimbursements, grant reimbursements are requested monthly. For the month of March, a total of \$3,733,576.00 was requested as noted below:**
  - Ryan White - \$3,172,085.00
  - Community Development - \$77,482.00
  - State Pass-through - \$484,009.00
- **External Affairs continues to coordinate with Federal Lobbyist for status of any change in federal grants**





# **COVID 19 Reserve & ARPA Spend Update**

# ARPA Reporting

## Fulton County Government American Rescue Plan Report as of 4/10/2025

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Closed
Behavioral Health Crisis Center	16.1	Yes	Yes	0.0	16.07	-	Remaining purchase orders of \$38.2k	Active
Developmental Disabilities Training Center	5.3	Yes	Yes	5.1	0.11	0.0	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	Closed
Fulton Fresh 2025 and 2026	0.4	Yes	Yes	0.4	-	-	Project encumbered.	Active
Living Assistance	0.5	Yes	Yes	0.5	-	-	Project encumbered.	Active
Tiny Homes	1.5	Yes	Yes	-	1.50	-	In progress	Active
IT Virtual Support -Cloud Based ERP	9.7	Yes	Yes	6.78646	2.88	-	In progress	Active
IT Virtual Support - Cybersecurity Betterment	1.7	Yes	Yes	-	1.73	-	In progress	Active





# **Financial/Performance Measures Update**

# Monthly Financial Report

## General Fund Expenditure Analysis 2024 vs 2025 - March

Department		2024			2025			(C/D) (A/B)
		A YTD 2024 Exp	B 2024 -Budget	A/B %	C YTD 2025 Exp	D 2025 Budget	C/D %	
Arts & Culture	181	\$ 781,926	\$ 7,831,578	10%	\$ 954,167	\$ 6,090,899	16%	6%
Behavioral Health	755	\$ 1,383,449	\$ 18,607,401	7%	\$ 1,637,225	\$ 19,655,052	8%	1%
Board of Health	750	\$ 2,744,235	\$ 11,150,587	25%	\$ 2,682,976	\$ 11,050,000	24%	0%
Child Attorney	237	\$ 870,066	\$ 3,907,114	22%	\$ 1,162,634	\$ 3,930,086	30%	7%
Commission Districts	101	\$ 809,804	\$ 4,429,761	18%	\$ 1,233,466	\$ 5,065,339	24%	6%
Community Development	121	\$ 790,507	\$ 11,465,880	7%	\$ 1,170,283	\$ 10,405,955	11%	4%
County Attorney	235	\$ 1,267,499	\$ 5,069,994	25%	\$ 1,396,773	\$ 5,587,092	25%	0%
County Comm Clerk	110	\$ 400,186	\$ 1,410,664	28%	\$ 478,929	\$ 1,398,473	34%	6%
County Manager	118	\$ 782,480	\$ 4,058,114	19%	\$ 1,133,596	\$ 4,275,412	27%	7%
County Marshal	419	\$ 1,528,170	\$ 7,769,055	20%	\$ 2,302,574	\$ 8,128,058	28%	9%
District Attorney	480	\$ 7,705,000	\$ 37,046,261	21%	\$ 10,366,729	\$ 39,354,311	26%	6%
Diversity and Civil Rights	186	\$ 291,571	\$ 1,677,587	17%	\$ 363,068	\$ 1,675,883	22%	4%
DREAM	520	\$ 6,060,435	\$ 41,474,580	15%	\$ 11,830,780	\$ 45,649,766	26%	11%
Economic Development	120	\$ 157,798	\$ 1,410,872	11%	\$ 441,872	\$ 1,524,606	29%	18%
Emergency Management	335	\$ 275,153	\$ 1,561,655	18%	\$ 549,827	\$ 2,140,674	26%	8%
Emergency Services	333	\$ 510,155	\$ 3,418,235	15%	\$ 1,713,353	\$ 3,478,261	49%	34%
External Affairs	130	\$ 534,620	\$ 2,821,515	19%	\$ 725,702	\$ 2,985,602	24%	5%
Family & Children's Services	620	\$ 91,407	\$ 1,684,840	5%	\$ 66,314	\$ 1,684,840	4%	-1%
Finance	210	\$ 1,465,495	\$ 7,916,858	19%	\$ 2,122,420	\$ 8,383,491	25%	7%
Grady Hospital	730	\$ 12,378,420	\$ 50,601,313	24%	\$ 12,934,079	\$ 51,535,540	25%	1%
HIV Elimination	270	\$ 18,072	\$ 140,909	13%	\$ 56,187	\$ 179,910	31%	18%
Human Resources	215	\$ 1,270,636	\$ 6,340,229	20%	\$ 1,587,968	\$ 6,270,385	25%	5%
Information Technology	220	\$ 5,319,234	\$ 38,309,838	14%	\$ 8,011,947	\$ 43,727,572	18%	4%
Juvenile Court	405	\$ 3,480,140	\$ 16,904,608	21%	\$ 5,391,443	\$ 18,150,397	30%	9%
Library	650	\$ 5,989,612	\$ 30,554,505	20%	\$ 8,598,141	\$ 31,557,685	27%	8%
Magistrate Court	422	\$ 1,144,501	\$ 4,824,167	24%	\$ 1,403,870	\$ 5,161,258	27%	3%
Medical Examiner	340	\$ 1,335,993	\$ 6,608,673	20%	\$ 1,847,675	\$ 6,586,101	28%	8%
Non-Agency	999	\$ 27,515,039	\$ 228,773,167	12%	\$ 28,723,794	\$ 249,159,911	12%	0%
Office of the County Auditor	119	\$ 314,982	\$ 1,453,528	22%	\$ 418,799	\$ 1,633,708	26%	4%
Police	320	\$ 2,645,838	\$ 12,975,507	20%	\$ 3,523,752	\$ 14,047,164	25%	5%
Probate Court	410	\$ 1,071,374	\$ 5,814,691	18%	\$ 1,735,835	\$ 6,482,323	27%	8%
Public Defender	490	\$ 6,139,130	\$ 26,837,287	23%	\$ 8,320,129	\$ 27,547,416	30%	7%
Public Works	540	\$ 125,000	\$ 500,000	25%	\$ 125,000	\$ 500,000	25%	0%
Purchasing	230	\$ 919,438	\$ 4,871,926	19%	\$ 1,326,701	\$ 5,130,323	26%	7%
Regis & Elect	265	\$ 3,368,500	\$ 39,181,842	9%	\$ 1,565,940	\$ 22,408,078	7%	-2%
Senior Services	183	\$ 4,263,064	\$ 28,408,575	15%	\$ 6,838,283	\$ 30,286,934	23%	8%
Sheriff	330	\$ 28,579,710	\$ 147,964,724	19%	\$ 40,718,926	\$ 153,787,661	26%	7%
State Court-All Judges	421	\$ 1,486,482	\$ 6,900,659	22%	\$ 1,851,265	\$ 7,181,411	26%	4%
State Court-General	420	\$ 1,758,382	\$ 8,969,732	20%	\$ 2,586,556	\$ 9,232,810	28%	8%
State Court-Solicitor	400	\$ 2,728,594	\$ 13,040,495	21%	\$ 3,331,724	\$ 13,209,975	25%	4%
Superior Court-All judges	451	\$ 2,282,112	\$ 9,824,079	23%	\$ 2,880,112	\$ 10,278,927	28%	5%
Superior Court-Clerk	470	\$ 5,029,542	\$ 23,373,956	22%	\$ 7,033,359	\$ 23,526,563	30%	8%
Superior Court-General	450	\$ 5,010,520	\$ 25,026,337	20%	\$ 7,403,517	\$ 26,804,150	28%	8%
Tax Assessor	240	\$ 3,671,000	\$ 21,943,164	17%	\$ 5,915,631	\$ 23,022,579	26%	9%
Tax Commissioner	245	\$ 4,434,182	\$ 19,253,694	23%	\$ 5,535,122	\$ 19,900,404	28%	5%
<b>Grand Total</b>		<b>\$ 160,729,455</b>	<b>\$ 954,110,157</b>	<b>17%</b>	<b>\$ 211,998,445</b>	<b>\$ 989,772,985</b>	<b>21%</b>	<b>4.6%</b>

C/D Color Legend

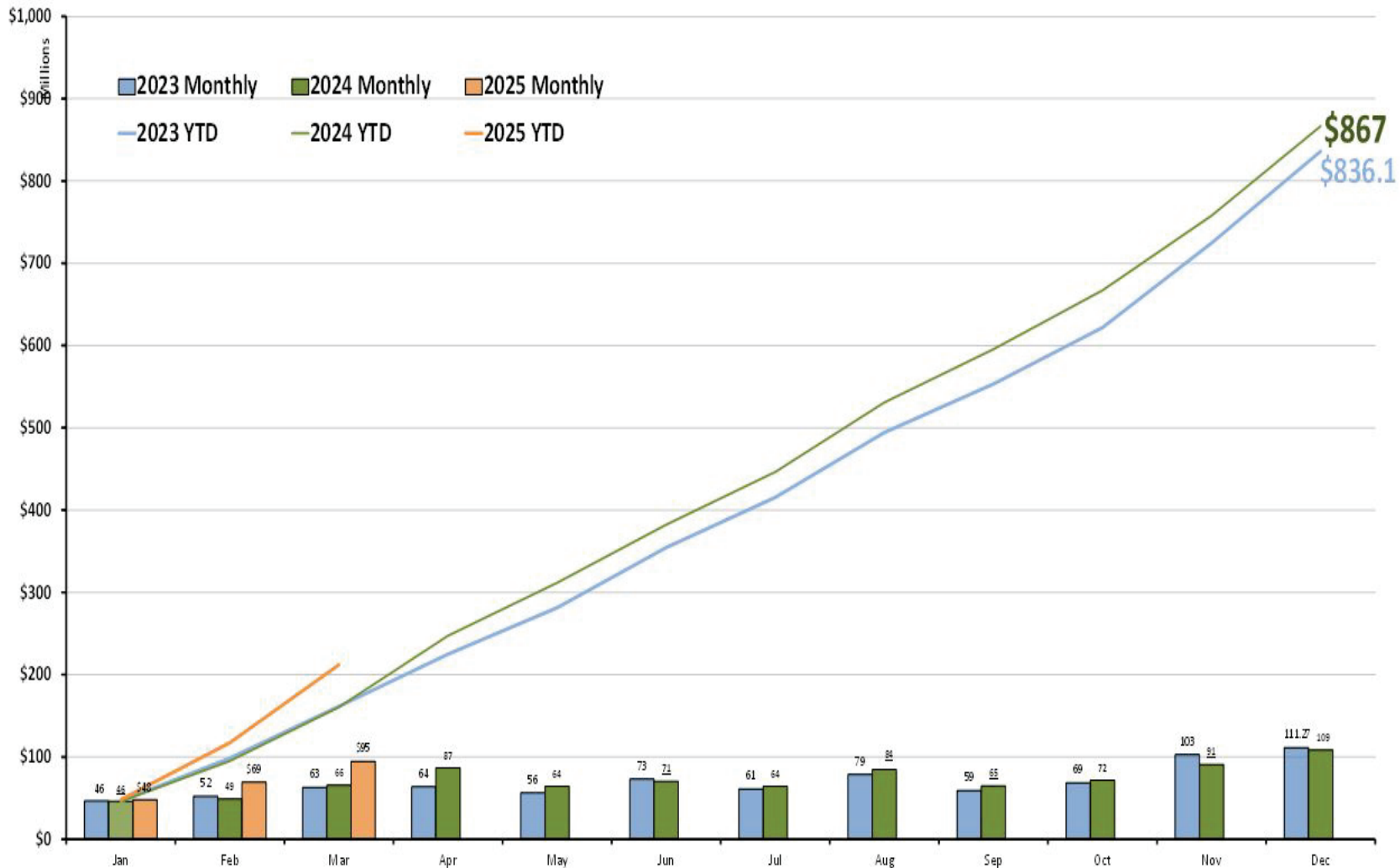
25% of the Year (Mar)





# 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 -March- Full Time Permanent Positions

			Personnel Count and Vacancies / Full Time Permanent												
			2025												
Department	FY25 YTD Expense	FY25 Budget	Perm. Pos.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Commission Districts	1,125,385	4,376,430	27	8	3	3									
County Comm Clerk	311,562	1,077,776	8	1	0	0									
County Manager	1,117,068	3,576,025	20	0	0	0									
County Auditor	412,009	1,493,541	9	0	0	1									
Community Development	854,981	2,798,251	22	4	1	1									
External Affairs	637,179	2,362,828	19	2	3	3									
Arts & Culture	899,253	3,060,530	29	1	1	0									
Senior Services	2,917,178	10,247,200	113	8	5	4									
Diversity and Civil Rights	333,615	1,361,507	13	1	3	3									
Finance	1,998,568	7,057,950	60	5	5	6									
Human Resources	1,459,357	5,041,540	44	3	3	4									
IT	4,753,774	17,618,319	123	21	22	22									
Purchasing	1,274,566	4,313,396	38	3	4	4									
Child Attorney	1,135,606	3,753,135	23	1	1	1									
Tax Assessor	4,971,128	17,440,588	190	15	20	18									
Tax Commissioner	4,924,921	16,249,118	190	6	4	5									
Regis & Elect	1,192,675	4,745,597	42	5	3	4									
HIV Elimination	55,394	171,910	1	0	0	0									
Police	2,005,678	6,635,493	68	7	7	6									
Sheriff	27,269,052	94,961,676	951	152	140	127									
Emergency Services	477,207	1,538,801	15	0	0	1									
Emergency Management	397,255	1,376,464	9	0	0	0									
Medical Examiner	1,719,067	5,575,976	44	2	2	3									
State Court-Solicitor	3,232,420	12,306,506	106	11	14	15									
Juvenile Court	4,966,070	16,340,920	160	18	15	15									
Probate Court	1,586,313	5,641,437	53	2	3	4									
County Marshal	2,139,056	7,301,842	72	5	5	6									
State Court-General	2,211,885	7,803,317	69	3	4	4									
State Court-All Judges	1,821,065	6,798,874	40	2	2	3									
Magistrate Court	1,357,190	4,643,854	21	0	1	1									
Superior Court-General	6,162,959	21,213,367	196	12	12	13									
Superior Court-All Judges	2,758,694	9,540,772	80	1	1	0									
Superior Court-Clerk	5,873,478	20,253,282	207	20	23	22									
District Attorney	9,654,527	33,719,839	265	21	24	17									
Public Defender	7,608,390	25,286,048	163	6	5	5									
DREAM	4,303,002	16,105,422	180	23	27	26									
Library	7,109,934	25,036,510	291	40	40	29									
Behavioral Health	979,408	3,860,620	60	17	21	22									
Non-Agency	16,532,912	68,574,500	0	0	0	0									
Economic Development	320,578	1,096,712	6	0	0	0									
Grand Total	\$ 140,860,358	\$ 502,357,873	4027	426	424	398									

\*Vacant positions in the County's HR system as of 4/01/2025. Does not include an internal department reconciliation of positions which may include active job offers, FMLA, military leave and other off-payroll positions.





# QUESTIONS



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

# EMERGENCY PURCHASE ORDERS AND CONTRACTS

## FULTON COUNTY EMERGENCY PROCUREMENTS 3/14/2025 – 4/9/2025

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Amount
3/27/2025	Emergency work for the replacement of the garage/shop door at the Central Maintenance facility located at 895 Marietta, Blvd., Atlanta GA 30318.	DREAM	Overhead Door Company of Atlanta, A DH Pace Company	\$12,165.00
4/2/2025	Contractor to provide all emergency work required by the County to perform bi-weekly clinical level cleaning and sanitation for housing units 3 North, 3 South, and the Medical Observation Unit (MOU) at the Fulton County Jail located at 901 Rice Street.	DREAM	Cotton Commercial USA, Inc. dba Full Circle Restoration	\$517,886.20



## County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
4/1/2025	ATLANTA BUSINESS CONSULTING GROUP, LLC	Support Services for the Office of Contract Compliance	Purchasing & Contract Compliance	\$95,190.00
4/2/2025	HOUSING CONSULTANT'S GROUP	Administration of Homeownership Program (HOP)	Community Development	\$18,500.00



# QUESTIONS





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0300

Meeting Date: 4/16/2025

### Department

Finance

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

Presentation, review, and approval of April 16, 2025, Budget Soundings and Resolution.

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

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

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

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

The April 16, 2025 Soundings request is submitted for your review and approval. Below is a brief summary of each request and the related justification.

### GENERAL FUND

### **STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT**

- **Modify the 2025 Annual Hardware and Software Maintenance and Support List - (Page 3)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2025 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

Annual Hardware and Software Maintenance and Support List - 2025								
Type	Vendor Name	Product Name	Description	User Agency	2025 Expenditure	Add'l Amt	Funding Source	Comments
Software	Tyler Technologies- Odyssey Division	Odyssey Justice System	Unified Justice Case Management System Maintenance & Support Services	Criminal Justice and Public Safety Agencies	\$2,250,355.00	\$ -	Information Technology	Add to the FY25 AML
Software	For the Record	Digital Recording System for Courtrooms	Hardware and Software Maintenance	CourtsSystem/ Information Technology	\$ 340,000.00	\$ -	Information Technology	Add to the FY25 AML
Software	Palatine Technology Group	Electronic Warrant Interchange (EWI)	Electronic Warrant Interchange System Maintenance & Support Services	Courts	\$ 35,000.00	\$ -	Information Technology	Add to the FY25 AML

- **Presentation - (Page 4)**

#### **Transfer Funding for Accountability Court Consolidation - \$402,241.**

At the April 2, 2025, meeting, a presentation was made to the BOC as part of Agenda item #25-0271 on consolidation of Superior Court's Accountability Court programs, State Court's Recovery Treatment Court (RTC) program and Magistrate Court's Misdemeanor Mental Health Court (MMC) program. To accomplish this plan, a transfer of funds in the amount of \$402,241 between the affected departments is necessary in FY 2025.

Funding provides for the following transfers:

#### **State Court**

- Transfer five (5) existing positions (position details are on page 4)
- Transfer remaining FY25 salary and benefits of \$339,397 (rounded to \$)
  - General Fund \$277,087 - 4 positions
  - Grants Fund \$62,309 - 1 position



- FY26 Impact:
  - General Fund - \$420,318 is the full year cost of the 4 positions
  - Grants - The current grant will expire on June 30, 2025. The new grant is expected to be awarded to Superior Court.

**Total 2025 Soundings amount from State Court to Superior Court Administration - \$339,397**

**Magistrate Court**

- Transfer one (1) existing position (position detail is on page 4)
- Transfer remaining FY25 salary and benefits of \$62,844
- FY26 Impact:
  - General Fund - \$137,255 is the adjusted full year cost of the 1 position

**Total 2025 Soundings amount from Magistrate Court to Superior Court Administration - \$62,844**

Of note: Positions will be reclassified after transfer to Superior Court Administration to correspond with the roles and responsibilities necessary in the consolidated operations within the Superior Court.

**Fiscal Impact / Funding Source**

**Funding Line 1:**

Various accounts identified in soundings document.

1           **RESOLUTION BY THE FULTON COUNTY BOARD OF**  
2           **COMMISSIONERS TO AMEND FULTON COUNTY’S CURRENT BUDGET ON**  
3           **APRIL 16, 2025, TO MODIFY DEPARTMENTAL BUDGETS; AND FOR OTHER**  
4           **PURPOSES**

5  
6  
7           **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties have the authority  
8           to adopt an ordinance to establish their own fiscal year and budget preparation  
9           process; and

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

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

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

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

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

25               (3) The governing authority of a local government may amend the legal level  
26               of control to establish a more detailed level of budgetary control at any time during

1 the budget period. Said amendment shall be adopted by ordinance or resolution;  
2 and

3 **WHEREAS**, the legal level of control for Fulton County is the departmental  
4 level.

5 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
6 Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current  
7 budget is hereby amended by approval of the attached departmental budget  
8 modifications.

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

11 **SO PASSED AND ADOPTED**, this 16th day of April, 2025.

12  
13 **FULTON COUNTY BOARD OF COMMISSIONERS**  
14  
15

16  
17  
18 \_\_\_\_\_  
19 Robert L. Pitts, Chairman  
20

21  
22 ATTEST:

23 APPROVED AS TO FORM:  
24

25  
26 \_\_\_\_\_  
27 Tonya Grier  
Clerk to the Commission

26 \_\_\_\_\_  
Y. Soo Jo  
County Attorney



# APRIL BUDGET SOUNDINGS

April 16, 2025

---

**Presented**

**to the**

**Board of Commissioners**

**by the**

**Finance Department**





FULTON COUNTY, GEORGIA  
SUMMARY OF BUDGET SOUNDINGS FACT SHEET  
April 16, 2025 Sounding

**GENERAL FUND**

**Strategic Priority Area: Open and Responsible Government**

**Action Required:**

Modify the 2025 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2025								
Type	Vendor Name	Product Name	Description	User Agency	2025 Expenditure	Add'l Amt	Funding Source	Comments
Software	Tyler Technologies-Odyssey Division	Odyssey Justice System	Unified Justice Case Management System Maintenance & Support Services	Criminal Justice and Public Safety Agencies	\$ 2,250,355.00	\$ -	Information Technology	Add to the FY25 AML
Software	For the Record	Digital Recording System for Courtrooms	Hardware and Software Maintenance	CourtsSystem/Information Technology	\$ 340,000.00	\$ -	Information Technology	Add to the FY25 AML
Software	Palatine Technology Group	Electronic Warrant Interchange (EWI)	Electronic Warrant Interchange System Maintenance & Support Services	Courts	\$ 35,000.00	\$ -	Information Technology	Add to the FY25 AML

**Purpose (Justification):**

Fulton County Information Technology requests BOC approval to add three vendors to the 2025 Annual Hardware and Software Maintenance and Support List (AML). The vendors below are repeat suppliers, were submitted for approval but left off the final AML list. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

**GENERAL FUND**

**Strategic Priority Area: Open and Responsible Government**

**Action Required:**

Transfer Personnel - Salary and Benefits from the State Court budget and Magistrate Court budget to Superior Court Administration's budget for the remainder of 2025.

<b>Magistrate Court - 422</b>		<b>Increase</b>	<b>Decrease</b>
100-422-BHIF-XXXX	Personnel - Salary and Benefits	\$0	\$62,844

<b>State Court - 420</b>		<b>Increase</b>	<b>Decrease</b>
100-420-4201-XXXX	Personnel - Salary and Benefits	\$0	\$89,011
100-420-JSTR-XXXX	Personnel - Salary and Benefits	\$0	\$188,077
461-420-DU25-XXXX	Personnel - Salary and Benefits	\$0	\$62,309

<b>Superior Court - Accountability Court</b>		<b>Increase</b>	<b>Decrease</b>
100-450-4507-XXXX	Personnel - Salary and Benefits	\$339,932	\$0
461-450-DU25-XXXX	Personnel - Salary and Benefits	\$62,309	\$0

**Purpose (Justification):**

To consolidate Superior Court's Accountability Court programs, State Court's Recovery Treatment Court (RTC) program, and Magistrate Court's Misdemeanor Mental Health Court (MMC) program. Transfer existing positions and corresponding funding from State Court's RTC to Superior Court - \$339,337 Transfer existing positions and corresponding funding from Magistrate Court's MMC to Superior Court - \$62,844. Reclassify the six transferred positions to correspond with the roles and responsibilities necessary in the consolidated operations within Superior Court.

Funding provides for the following transfers:

**State Court:**

Transfer existing positions and corresponding remaining FY25 funding from State Court's RTC to Superior Court - \$339,397

1. Behavioral Health Program Manager – Position # 1163, FY25 salary and benefits \$89,012, FY26 funding required of \$137,255
2. Litigation Manager - Position# 114646, FY25 salary and benefits \$85,316, FY26 funding required of \$96,354
3. Litigation Manager - Position# 114647, FY25 salary and benefits \$66,146, FY26 funding required of \$106,393
4. Litigation Manager - Position# 145842, FY25 salary and benefits \$62,309, FY26 not required as it is a grant position that will expire in June of 2025.
- FY 26 grant funding will be awarded directly to Superior Court
5. Part-Time Administrative Coordinator I – Position# 114649, FY25 salary and benefits \$36,614, FY26 funding required of \$137,255

**Transfer amount from State Court General Fund - \$277,087.**

**Transfer amount from State Court DU25 Grants Fund - \$62,309.**

**Magistrate Court:**

Transfer existing positions and corresponding remaining FY25 funding from the Magistrate Court's MMC to Superior Court - \$62,844

1. Court Program Administrator, Appointed - Position# 115503, FY25 funding to be transferred with benefits \$62,844 for 15 remaining pay periods, FY26 funding required of \$137,255 for reclassified position.

**Transfer amount from Magistrate Court General Fund - \$62,844.**

**Position Reclassification:**

Reclassify the six (6) transferred positions to correspond with the roles and responsibilities necessary in the consolidated operations within the Superior Court:

1. Behavioral Health Program Manager to Court Support Manager II
2. Litigation Manager to Compliance Coordinator, Senior
3. Litigation Manager to Compliance Coordinator, Senior
4. Litigation Manager to Compliance Coordinator, Senior
5. Part-Time Administrative Coordinator I to Part-time Administrative Coordinator I
6. Court Program Administrator, Appointed to Court Support Manager II

Position Being Transferred From	Current Position # and Title	Reclassification (New Title)	FY25 Remaining Amount to Transfer (Salary and Benefits)	FY26 Value (Salary and Benefits)	Position Being Transferred To
State Court	1163 - Behavioral Health Program Manager	Court Support Manager II	\$89,012	\$137,255	Superior Court
State Court	114646 - Litigation Manager	Compliance Coordinator, Senior	\$85,316	\$137,255	Superior Court
State Court	114647 - Litigation Manager	Compliance Coordinator, Senior	\$66,146	\$106,393	Superior Court
State Court (Grant Position)	145842 - Litigation Manager	Compliance Coordinator, Senior	\$62,309	Will be awarded directly to Superior Court	Superior Court
State Court	114649 - Part-time Administrative Coordinator I	Part-time Administrative Coordinator I	\$36,614	\$39,415	Superior Court
<b>Total from State Court:</b>			<b>\$339,397</b>	<b>\$420,318</b>	
Position Being Transferred From	Current Position # and Title	Reclassification (New Title)	FY25 Remaining Amount to Transfer (Salary and Benefits)	FY26 Value (Salary and Benefits)	Position Being Transferred To
Magistrate Court	115503 - Court Program Administrator, Appointed	Court Support Manager II	\$62,844	\$137,255	Superior Court
<b>Total to Superior Court Administration from both Departments:</b>			<b>\$402,241</b>	<b>\$557,573</b>	





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0301

**Meeting Date:** 4/16/2025

### Department

Information Technology

### Requested Action

Request approval of a recommended proposal - Department of Information Technology (FCIT), 25RFP1351128B-RT, Countywide Audio-Visual Services and Systems in a total amount not to exceed \$1,606,890.48 with (A) AVI Systems, Inc. (Atlanta, GA) in an amount not to exceed \$803,445.24; and (B) Summit Solutionz, Inc. (Norcross, GA) in an amount not to exceed \$803,445.24, to provide Countywide audio-visual systems, equipment, support, and services. Effective upon BOC approval with three renewal options.

### Requirement for Board Action

In accordance with the Purchasing Code Sections 102-374, all competitive sealed proposals 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:** Fulton County operates multiple facilities that require new audio-visual systems and upgrades to existing systems.

**Scope of Work:** This contract will provide products and services for the installation and maintenance of Fulton County audio visual systems. The work will include installation of products, wiring, cabinetry, electrical and sound systems associated with the audio-visual needs of the various County agencies.

**Community Impact:** This service will offer improved systems, provide better communication and

visualization options for citizens utilizing libraries and County facilities.

**Department Recommendation:** FCIT recommends approval of this request.

**Project Implications:** The approval of this contract will allow necessary audio-visual systems operational/maintenance support, modernizing and refreshing technology.

**Community Issues/Concerns:** There are no community concerns with this request.

**Department Issues/Concerns:** There are no departmental concerns with this request.

**Contract Modification:** This is a new procurement.

### **Contract & Compliance Information**

**Contract Value:** \$1,606,890.48

**Prime Vendor:** AVI Systems, Inc.  
**Prime Status:** Non-Minority  
**Location:** Duluth, GA  
**County:** Gwinnett County  
**Prime Value:** \$803,445.24 or 100.00%

**Total Contract Value:** \$803,445.24 or 100.00%  
**Total Certified Value:** \$0.00 or 0.00%

**(B)**  
**Prime Vendor:** Summit Solutionz  
**Prime Status:** Non-Minority  
**Location:** Norcross, GA  
**County:** Gwinnett County  
**Prime Value:** \$482,067.14 or 60.00%

**Subcontractor:** Anderson Technologies  
**Subcontractor Status:** Hispanic Male Business  
**Location:** Lawrenceville, GA  
**County:** Gwinnett County  
**Contract Value:** \$321,378.10 or 40.00%

**Total Contract Value:** \$803,445.24 or 100.00%  
**Total Certified Value:** \$321,378.10 or 40.00%

**Grand Contract Total:** \$1,606,890.48 or 100.00%  
**Grand Certified Value:** \$321,378.10 or 20.00%

**Exhibits Attached:**



Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Performance Evaluations

Exhibit 3: FY25 Project List

**Contact Information**

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$1,606,890.48

TOTAL: \$1,606,890.48

**Fiscal Impact / Funding Source****Funding Line 1:**

Funding lines to be provided by agencies requesting systems and services.

Key Contract Terms	
<b>Start Date:</b> Upon BOC Approval	<b>End Date:</b> 12/31/2025
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> Three one-year renewal options

**Overall Contractor Performance Rating:** N/A**Would you select/recommend this vendor again?**

Choose an item.

**Report Period Start:****Report Period End:**



## INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Chief Purchasing Agent  
Department of Purchasing & Contract Compliance

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** March 31, 2025

**PROJECT:** 25RFP1351128B-RT, County-Wide Audio-Visual Services Systems

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-referenced project on behalf of the Information & Technology Department.

Three (3) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Summit Solutionz Inc.
2. AVI Systems, Inc.
3. Realistic Computing, Inc

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Summit Solutionz Inc. and AVI Systems, Inc. are the recommended vendors for the award of #25RFP1351128B-RT, County-Wide Audio-Visual Services Systems with final scores of **85.69% and 84.77%** respectively.

Evaluation Committee Recommendation Letter

Date: March 31, 2025

#25RFP1340406B-RT Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

Signed by:

*Bennie Marcus*

F21A76F26CD2430...

Bennie Marcus, Endpoint Support Engineer Senior

DocuSigned by:

*Brazos Price*

AB262FC390724CB...

Brazos Price, Library Manager Technical Services

Signed by:

*Chiquita Barnswell*

78403B25ACE740B...

Chiquita Barnswell, IT Program Manager

Signed by:

*Darren J. Smith*

3EE24AB35F87499...

Darren Smith, Chief Technology Officer

Evaluation Committee Recommendation Letter

Date: March 31, 2025

#25RFP1340406B-RT Page | 3

EVALUATION CRITERIA	WEIGHT	Summit Solutionz Inc.	AVI Systems, Inc.	Realistic Computing Inc.
Project Approach	17.00%	14.88%	14.88%	11.69%
Qualifications of Key Personnel	23.00%	21.56%	21.56%	14.38%
Relevant Project Experience	19.00%	19.00%	16.63%	11.88%
Availability of Personnel	20.00%	16.25%	18.75%	11.25%
Local Preference	5.00%	0.00%	0.0%	0.00%
Service-Disabled Veterans Preference	2.00%	0.00%	0.00%	0.00%
Cost Proposal	14.00%	14.00%	12.95%	9.85%
TOTAL SCORE:	100.00%	85.69%	84.77%	59.05%

## INTEROFFICE MEMORANDUM



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

**FROM:** Kevin Kerrigan  
Chief Information Officer

**DATE:** April 1, 2025

**SUBJECT:** Contractor Performance Memo

---

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

Project No: 25RFP1351128B-RT

Project Title: County-Wide Audio-Visual Services Systems

Contractor: AVI Systems, Inc.



## INTEROFFICE MEMORANDUM



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

**FROM:** Kevin Kerrigan  
Chief Information Officer

**DATE:** April 1, 2025

**SUBJECT:** Contractor Performance Memo

---

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

Project No: 25RFP1351128B-RT

Project Title: County-Wide Audio-Visual Services Systems

Contractor: Summitt Solutionz Inc.

Proposed Projects - AV FY25	Budgetary Estimates
Grand Jury Room - AV Upgrade	\$57,289.17
D.A. Dept Conference Rooms (3)	\$26,729.24
DA - Special Victims Division Conference Room	\$60,000.00
D.A. Boardroom - New AV Equipment	\$95,334.42
HR Main Conference Room	\$85,739.06
FC Marshall's Department-Secondary Office Display	\$18,889.68
South Annex - AV Refresh	\$122,460.50
North Annex – Work Source Rooms □	\$15,000.00
IT Conference Rooms - Cisco	\$137,380.94
AFCEMA EOC Audiovisual Refresh	\$206,960.85
FC Dept of Purchasing & Contract Compliance	\$130,173.23
Central Library - Basement Auditorium Cable Box	\$11,305.98
Assembly Hall - Crestron Programming	\$20,030.69
County Manager Conference Room	\$34,085.37
External Affairs Service Renewal	\$12,000.00
Central Library Auditorium Camera System	\$5,600.00
BUDGETARY PROPOSAL-FULTON CTY SHERIFF'S OFFICE	\$367,694.83
Superior Court Jury Assembly Room	\$35,816.52
Assembly Hall Maintenance Agreement	\$50,000.00
Sub-Total	\$1,492,490.48
Contingency	\$114,400.00

Total Budgetray Estimate	\$1,606,890.48
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Department
DA
DA
DA
DA
HR
Marshall
DREAM
DREAM
IT
EMA
Purchasing
Library
IT/BOC
County Manager
External Affairs
Library
Sheriff
SCA
IT/BOC
10% - Contingency

Contingency included







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0302

**Meeting Date:** 4/16/2025

### Department

Registration & Elections

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

Request approval of the lowest responsible bidder - Department of Registration & Elections, 25ITB1337833C-MH, Ballot Printing Services in an amount not to exceed \$251,440.00 with Fort Orange Press, Inc. (Albany, NY), to provide ballot printing services for the election cycles. Effective upon execution of contract through December 31, 2025, with two renewal options.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item *(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:** To award contract to provide printing of ballot services for the election cycles.

**Scope of Work:** This contract provides ballot style setup, provide pre-filled ballots for test deck and print ballots for non-partisan absentee, advance voting and Election Day. Pursuant to O.C.G.A. Section 21-2-372, “. . . ballots shall be printed on security paper that incorporates features which can be used to authenticate the ballot as an official ballot, but which do not make the ballot identifiable to a particular elector.” Therefore, ballots will be produced on a Sub 80lb Dominion Image Cast Vote Secure IR security ballot paper.

The apparent low bidder was deemed non-responsive for failure to bid all line items pursuant to Section 2, Bid Form Instructions.

**Community Impact:** The Registration and Elections staff is not aware of any community impact.

**Department Recommendation:** The Department of Registration and Elections recommends approval.

**Project Implications:** The approval of the request to award contract will ensure the Department follows state election laws.

**Community Issues/Concerns:** The Registration and Elections staff is not aware of any community issues or concerns.

**Department Issues/Concerns:** The Registration and Elections has no issues or concerns.

**Contract Modification:** New procurement

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

**Contract Value:** \$251,440.00

**Prime Vendor:** Fort Orange Press, Inc.  
**Prime Status:** Non-Minority  
**Location:** Albany, NY  
**County:** Albany County  
**Prime Value:** \$251,440.00 or 100.00%

**Total Contract Value:** \$251,440.00 or 100.00%  
**Total Certified Value:** \$-0-

**Exhibits Attached:**

Exhibit 1: Bid Tabulation Sheet  
Exhibit 2: Recommendation of Award  
Exhibit 3: Contractor Performance Memo

**Contact Information**

Nadine Williams, Director, Registration and Elections, 404-612-7120

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$251,440.00  
TOTAL: \$251,440.00

**Grant Information Summary**

Amount Requested: ☐ Cash  
Match Required: ☐ In-Kind  
Start Date: ☐ Approval to Award  
End Date: ☐ Apply & Accept  
Match Account \$:

**Fiscal Impact / Funding Source****Funding Line 1:**

100-265-2653-1459: General, Registration & Elections, Printing - \$62,000.00

**Funding Line 2:**

100-265-2654-1459: General, Registration & Elections, Printing - \$75,000.00

**Funding Line 3:**

100-265-2655-1459: General, Registration & Elections, Printing - \$43,800.00

**Funding Line 4:**

100-265-2658-1459: General, Registration & Elections, Printing - \$43,800.00

**Funding Line 5:**

100-265-2655-1160: General, Registration & Elections, Professional Services - \$26,840.00

Key Contract Terms	
Start Date: Upon approval	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: Two renewal options

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**Agenda Item No.:** 25-0302

**Meeting Date:** 4/16/2025

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**Overall Contractor Performance Rating:** 3.80

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
9/1/2024

**Report Period End:**  
12/31/2024



**DEPARTMENT OF PUBLIC WORKS  
INTEROFFICE MEMORANDUM**



**TO:** Felicia Strong-Whitaker, Purchasing  
**FROM:** Nadine Williams, Director, Registration & Elections *NW*  
**DATE:** March 31, 2025  
**SUBJECT:** 25ITB1337833C-MH - Ballot Printing

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On February 6, 2025, the Department of Purchasing opened the subject Invitation to Bid. Five (5) companies provided responses, however, one company, Taylor Print and Visual Impressions provided four (4) responses based on various paper sizes and length.

The Department is unable to recommend awarding Taylor Print and Visual Impressions' bid of \$250,504.00, as the company was unable to provide satisfactory and incomplete responses to questions regarding their election services.

Based on evaluation and criteria, Fort Orange Press, Inc. provided the most responsive and responsible bid. Therefore, we recommend awarding contract to Fort Orange Press, Inc. in the amount of \$251,440.00 based on their quoted rate.

Funding is available in following accounts:

100-265-2653-1459: \$62,000.00  
100-265-2654-1459: \$75,000.00  
100-265-2655-1459: \$43,800.00  
100-265-2658-1459: \$43,800.00  
100-265-2655-1160: \$26,840.00

cc: John Ross, Elections Chief, Registration & Elections  
Kathryn Glenn, Registration Chief, Registration & Elections  
Janice Dickenson, Administrative Manager, Registration & Elections  
Mark Hawks, Chief Assistant Purchasing Agent, Purchasing







**DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**CONTRACTORS PERFORMANCE REPORT**

**PROFESSIONAL SERVICES**

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/01/24	3/31/2025	06/30/24	07/01/25
Purchaser Order Number		Purchase Order Date	
Department			
Economic Development			
Bid Number		Service Commodity	
22RFP0121B-PS		Workforce Adult and Dislocated Worker Career Services	
Contractor			
APM Equus Holdings Corporation d/b/a Arbor E&T, LLC			
<b>Performance Rating</b>			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="checkbox"/>	0	4 - Equus provides a quality team and ongoing training, quick problem solving, and improved efficiency for customer enrollment	
<input type="checkbox"/>	1		
<input type="checkbox"/>	2		
<input type="checkbox"/>	3		
<input checked="" type="checkbox"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="checkbox"/>	0	4 - proactive in addressing concerns, intervening to ensure positive performance outcomes	
<input type="checkbox"/>	1		
<input type="checkbox"/>	2		
<input type="checkbox"/>	3		
<input checked="" type="checkbox"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	4 - Easy to work with, always available.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="checkbox"/>	0	4 - Correct and documented billing.
<input type="checkbox"/>	1	
<input type="checkbox"/>	2	
<input type="checkbox"/>	3	
<input type="checkbox"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="checkbox"/>	0	4 - Strong background and national best practices.
<input type="checkbox"/>	1	
<input type="checkbox"/>	2	
<input type="checkbox"/>	3	
<input checked="" type="checkbox"/>	4	

Overall Performance Rating	0	Date	03/31/25
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Brett Lacy		
Department Head Name:	Nadine Williams		
Department Head Signature	<i>Nadine Williams</i>		

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

Submit

Print

Save







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0303

**Meeting Date:** 4/16/2025

### Department

Real Estate and Asset Management

### Requested Action

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 25ITB1336430C-JH, On-Site Door Repair Preventive and Predictive Maintenance Countywide in the total amount not to exceed \$300,000.00 with (A) Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc., (Peachtree Corners, GA) in an amount not to exceed \$195,000.00 and (B) Piedmont Door Automation, LLC (Dawsonville, GA) in an amount not to exceed \$105,000.00, to provide standby on-site door repair and preventive and predictive maintenance services on an "as needed" basis for all Fulton County facilities. Effective upon execution of contracts through December 31, 2025, with two renewal options.

### Requirement for Board Action

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** These contracts furnish all materials, labor, tools, equipment, parts, and appurtenances necessary to provide on-site door repair and preventive and predictive maintenance services on an "as needed" basis for Countywide facilities for FY2025.

**Scope of Work:** The scope of work includes inspection and repair of doors and mountings, wind locks,

guides, weather stripping, counterbalance, inspecting all pivot points, hinges latches, center roller supports, and maintenance repair and replacement on a case-by case basis.

The Scope of Work includes Preventive and/or Predictive Maintenance (PM) checks and also includes, but is not limited to:

- Visual and Audible Inspection
- Operations Check
- Roll-Up doors: Manual and Power Operated
- Swing Doors, ADA equipped Doors and Main Entrance
- Gates with Secured Access
- Fire doors and Fire Curtains
- Maintenance Services on Electromagnetic Devices when Necessary
- Repair and Replacement on Case-by-Case Basis

**Community Impact:** This contract impacts the community in that it relates to the County having the ability to provide on-site doors repairs and maintenance services on Countywide facilities.

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

Procedure for Recommendation for Basis of Award:

The recommendation was based on the bidders' costs with given quantities for each Fulton County facility for fixed pricing for preventive semi-annual and annual service maintenance services, to include estimated hourly labor rates during normal and weekends/holidays for on-call services, and truck charges. Combining all line item numbers #1 through #58 for semi and annual services and labor costs and truck charges line items #60 thru #62 to receive a Total Base Bid Amount from Pricing for Service Year 2025 to determine the lowest responsible and responsive bidder(s) to provide Countywide On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Services for Fulton County for FY2025.

Evaluation Process:

The County received and evaluated three (3) bid responses to the solicitation. Piedmont Door Automation LLC, the apparent lowest bidder with a total base bid amount of \$70,520.00, but was not considered as the overall lowest responsible bidder because they did not submit a pricing on 9 out of 61 total line items. This was because they do not maintain or repair roll up doors (types "C") or any sliding gates entrances used for vehicular traffic (types "D"), which are located at 9 locations (#28, #29, #31, #32, #35, #36, #37, #46 and #54). Piedmont Doors provided costs for the type of doors they are equipped to maintain/ or repair.

Also, their services labor charges (Line Items #60, #61 & #62) were \$25.00 higher @ \$105.00 per hour during normal hours and @ \$130.00 an hour after working hours compared to the next lowest bidder @ \$80.00 and \$110.00 for normal and after working hours. The hourly rates are approximately 40% of the average cost of service.

D. H. Company, Inc., apparent 2<sup>nd</sup> lowest bidder, submitted a complete base bid amount of \$77,160.00. They provided costs for all 58-line items specified in the ITB (Bid Form) for preventive and predictive on-site door repair and comparable hourly labor rates (#60, #61 & #62), and Lavonne Industries, LLC, the 3<sup>rd</sup> lowest bidder, submitted a complete base bid of \$197,650.00 which is the highest of all interested bidders.

**Conclusion:**

After careful review, DREAM recommends the overall complete lowest and the 2<sup>nd</sup> lowest most responsive and responsible bidders respectively: D. H. Pace Company, Inc and Piedmont Door Solutions, to provide on-site door repair and preventive and predictive maintenance services for Fulton County facilities in FY2025.

Having multiple contractors will provide the County with maximum flexibility and sufficient manpower resources to respond to the scope and complexity of service needs for a county of this size. Both recommended contractors have a current contract with Fulton County and has performed satisfactorily (79 ratings respectfully) and highly competent as a door contractor for Fulton County as stated in their performance reports (see Exhibit 2).

The requested spending authority in the total amount of \$300,000.00, is an increase of \$40,000.00 over the prior contract previously awarded for 2024 (\$260,000.00) to provide maintenance and repair service to the Fulton County jail facilities.

These are time and material contracts. The requested spending authority in the total amount of \$300,000.00 will cover costs for major/or routine repairs, replacement of doors and components, and hourly labor for on-site door repairs for all building for FY2025.

**Project Implications:** These contracts ensure the safety and security of employees and citizens. In many cases, a facilities structural integrity may be compromised, which leads to vandalism and theft in County owned facilities. Not having a professional contractor could also result in the County's failure to comply with Federal ADA requirements.

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

**Department Issues/Concerns:** If these contracts are not approved, DREAM will not be able to facilitate on-site door repair and preventive maintenance services.

**Contract Modification** No, this is a new procurement

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

**Contract Value:** \$300,000.00

**(A)**  
**Prime Vendor:** Overhead Door Company of Atlanta dba D.H. Pace Company, Inc.  
**Prime Status:** Non-Minority

**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$195,000.00 or 100.00%

**(B)**  
**Prime Vendor:** Piedmont Door Automation, LLC  
**Prime Status:** Non-Minority  
**Location:** Dawsonville, GA  
**County:** Dawson County  
**Prime Value:** \$105,000.00 or 100.00%

**Total Contract Value:** \$300,000.00 or 100.00%  
**Total Certified Value:** \$0.00 or 0.00%

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

Exhibit 1: Bid Tabulation Sheet  
Exhibit 2: Performance Evaluations  
Exhibit 3: Department Recommendation Memorandum

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

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

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$300,000.00  
TOTAL: \$300,000.00

**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

---

**Agenda Item No.:** 25-0303

**Meeting Date:** 4/16/2025

---

Match Account \$:

**Fiscal Impact / Funding Source**

**Funding Line 1:**

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- \$170,000.00

**Funding Line 2:**

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$90,000.00

**Funding Line 3:**

100-520-5224-1116: General, Real Estate and Asset Management, Building Maintenance- \$40,000.00

Key Contract Terms	
<b>Start Date:</b> Upon execution of contracts	<b>End Date:</b> 12/31/2025
<b>Cost Adjustment:</b> Click here to enter text.	<b>Renewal/Extension Terms:</b> Two one-year renewal options

**Overall Contractor Performance Rating:**

D. H. Pace Company, Inc. - 79  
Piedmont Door Automation LLC- 79

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
10/1/2024

**Report Period End:**  
12/31/2024



Bid Tabulation															
On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance															
NO DESCRIPTION		281B13843C-IN		Bid Opening Date:		3/13/2025		Bid Close Date:		3/13/2025		Page Number: 1			
REQUESTING DEPARTMENT: Department of Real Estate and Asset Management															
Department of Real Estate and Asset Management															
VENDOR CODE		VENDOR NAME				VENDOR CODE		VENDOR NAME				VENDOR CODE		VENDOR NAME	
Overhead Door Company of Atlanta, dba D. P. King Company, Inc.				Piedmont Door Adaptation dba Piedmont Door Solutions				Lanovox Industries, LLC							
ADDRESS				ADDRESS				ADDRESS							
3908 Ashford Ridge Parkway Prestonville, GA 30071				17 American Way, Suite 100 Doraville, GA 30034				1910 Cedar Grove Way Unit 000 Atlanta, GA 30329							
TEL/FAX				TEL/FAX				TEL/FAX							
(678) 410-6873				(404) 255-0312				(866) 791-0003							
CONTACT:				CONTACT:				CONTACT:							
Jeff Beatty				James Adams				Sethia Bell							
No	Building Name	QTY	Type of Work	Base Annual PM Contribution	Year 2025 Annual Cost	QTY	Year 2025 Annual Cost	QTY	Year 2025 Annual Cost	QTY	Base Annual PM Contribution	Year 2025 Annual Cost			
Optimal Public Services Areas															
1	Cherokee - Carmichael Justice Center Building of	8	4 (A), 1 (C), 1 (D), 1 (E)			8	\$800.00	8	\$1,200.00	8	\$2,475.00	\$4,000.00			
2	Palmer County Courthouse	6	6 (A)			6	\$1,040.00	6	\$1,040.00	6	\$1,395.00	\$2,760.00			
3	Government Center - Assembly Building	2	1 (C), 1 (A)			2	\$1,180.00	2	\$360.00	2	\$872.00	\$1,480.00			
4	Government Center - House Building	4	4 (A), 1 (D), 2 (E)			4	\$1,060.00	4	\$720.00	4	\$900.00	\$1,400.00			
5	Government Center - Modern Building	1	1 (F)			1	\$90.00	1	\$180.00	1	\$200.00	\$400.00			
6	Government Center - Public Safety Building	6	2 (C), 1 (D), 1 (E), 1 (F)			6	\$400.00	6	\$600.00	6	\$1,450.00	\$3,240.00			
7	Government Center - Tower Building	6	4 (A), 1 (D)			6	\$540.00	6	\$1,080.00	6	\$1,850.00	\$3,300.00			
8	Judice Tower - West Justice Center Tower	10	2 (B), 2 (D), 2 (E)			10	\$1,200.00	10	\$3,600.00	10	\$6,320.00	\$10,800.00			
9	Justice Center - Personal Assembly Justice	3	2 (B), 4 (D), 1 (E), 1 (F), 2 (C)			3	\$800.00	3	\$4,000.00	3	\$6,770.00	\$11,500.00			
10	Medical Examiner's Office	4	4 (D)			4	\$400.00	4	\$800.00	4	\$2,100.00	\$4,200.00			
11	County Library	2	1 (F), 1 (C)			2	\$200.00	2	\$200.00	2	\$750.00	\$1,400.00			
12	Henry D. Miller Senior Center	4	4 (F)			4	\$400.00	4	\$800.00	4	\$1,200.00	\$2,400.00			
13	Henry D. Miller Senior Center	2	1 (F), 1 (C)			2	\$100.00	2	\$100.00	2	\$750.00	\$1,400.00			
14	Southwest Neighborhood Senior Center	2	1 (D), 1 (F)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
15	Southwest Neighborhood Senior Center	2	1 (D), 1 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
16	Southwest Neighborhood Senior Center	2	2 (F)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
17	Southwest Neighborhood Senior Center	2	2 (F)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
18	Southwest Neighborhood Senior Center	2	2 (F)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
19	Southwest Neighborhood Senior Center	2	2 (F)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
20	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
21	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
22	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
23	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
24	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
25	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
26	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
27	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
28	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
29	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
30	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
31	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
32	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
33	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
34	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
35	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
36	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
37	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
38	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
39	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
40	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
41	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
42	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
43	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
44	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
45	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
46	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
47	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
48	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
49	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
50	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
51	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
52	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
53	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
54	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
55	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
56	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
57	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
58	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
59	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
60	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
61	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
62	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
63	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
64	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
65	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
66	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
67	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
68	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
69	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
70	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
71	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
72	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
73	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
74	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
75	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
76	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
77	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
78	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
79	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
80	Southwest Neighborhood Senior Center	2	2 (A)			2	\$1,180.00	2	\$360.00	2	\$820.00	\$1,400.00			
Total Cost Less Items #1-80 \$25,642.00 \$46,364.00 \$109,268.00 \$208,626.00															
Total of All Other Applications for Service Calls															
81	Cost of Labor	Per Hour	Estimated Hours	Total = (81 x 1)	Per Hour	Estimated Hours	Total = (81 x 1)	Per Hour	Estimated Hours	Total = (81 x 1)	Per Hour	Estimated Hours	Total = (81 x 1)		
82	Cost of Labor	Per Hour	Estimated Hours	Total = (82 x 1)	Per Hour	Estimated Hours	Total = (82 x 1)	Per Hour	Estimated Hours	Total = (82 x 1)	Per Hour	Estimated Hours	Total = (82 x 1)		
83	Cost of Labor	Per Hour	Estimated Hours	Total = (83 x 1)	Per Hour	Estimated Hours	Total = (83 x 1)	Per Hour	Estimated Hours	Total = (83 x 1)	Per Hour	Estimated Hours	Total = (83 x 1)		
84	Cost of Labor	Per Hour	Estimated Hours	Total = (84 x 1)	Per Hour	Estimated Hours	Total = (84 x 1)	Per Hour	Estimated Hours	Total = (84 x 1)	Per Hour	Estimated Hours	Total = (84 x 1)		
85	Cost of Labor	Per Hour	Estimated Hours	Total = (85 x 1)	Per Hour	Estimated Hours	Total = (85 x 1)	Per Hour	Estimated Hours	Total = (85 x 1)	Per Hour	Estimated Hours	Total = (85 x 1)		
86	Cost of Labor	Per Hour	Estimated Hours	Total = (86 x 1)	Per Hour	Estimated Hours	Total = (86 x 1)	Per Hour	Estimated Hours	Total = (86 x 1)	Per Hour	Estimated Hours	Total = (86 x 1)		
87	Cost of Labor	Per Hour	Estimated Hours	Total = (87 x 1)	Per Hour	Estimated Hours	Total = (87 x 1)	Per Hour	Estimated Hours	Total = (87 x 1)	Per Hour	Estimated Hours	Total = (87 x 1)		
88	Cost of Labor	Per Hour	Estimated Hours	Total = (88 x 1)	Per Hour	Estimated Hours	Total = (88 x 1)	Per Hour	Estimated Hours	Total = (88 x 1)	Per Hour	Estimated Hours	Total = (88 x 1)		
89	Cost of Labor	Per Hour	Estimated Hours	Total = (89 x 1)	Per Hour	Estimated Hours	Total = (89 x 1)	Per Hour	Estimated Hours	Total = (89 x 1)	Per Hour	Estimated Hours	Total = (89 x 1)		
90	Cost of Labor	Per Hour	Estimated Hours	Total = (90 x 1)	Per Hour	Estimated Hours	Total = (90 x 1)	Per Hour	Estimated Hours	Total = (90 x 1)	Per Hour	Estimated Hours	Total = (90 x 1)		
91	Cost of Labor	Per Hour	Estimated Hours	Total = (91 x 1)	Per Hour	Estimated Hours	Total = (91 x 1)	Per Hour	Estimated Hours	Total = (91 x 1)	Per Hour	Estimated Hours	Total = (91 x 1)		
92	Cost of Labor	Per Hour	Estimated Hours	Total = (92 x 1)	Per Hour	Estimated Hours	Total = (92 x 1)	Per Hour	Estimated Hours	Total = (92 x 1)	Per Hour	Estimated Hours	Total = (92 x 1)		
93	Cost of Labor	Per Hour	Estimated Hours	Total = (93 x 1)	Per Hour	Estimated Hours	Total = (93 x 1)	Per Hour	Estimated Hours	Total = (93 x 1)	Per Hour	Estimated Hours	Total = (93 x 1)		
94	Cost of Labor	Per Hour	Estimated Hours	Total = (94 x 1)	Per Hour	Estimated Hours	Total = (94 x 1)	Per Hour	Estimated Hours	Total = (94 x 1)	Per Hour	Estimated Hours	Total = (94 x 1)		
95	Cost of Labor	Per Hour	Estimated Hours	Total = (95 x 1)	Per Hour	Estimated Hours	Total = (95 x 1)	Per Hour	Estimated Hours	Total = (95 x 1)	Per Hour	Estimated Hours	Total = (95 x 1)		
96	Cost of Labor	Per Hour	Estimated Hours	Total = (96 x 1)	Per Hour	Estimated Hours	Total = (96 x 1)	Per Hour	Estimated Hours	Total = (96 x 1)	Per Hour	Estimated Hours	Total = (96 x 1)		
97	Cost of Labor	Per Hour	Estimated Hours	Total = (97 x 1)	Per Hour	Estimated Hours	Total = (97 x 1)	Per Hour	Estimated Hours	Total = (97 x 1)	Per Hour	Estimated Hours	Total = (97 x 1)		
98	Cost of Labor	Per Hour	Estimated Hours	Total = (98 x 1)	Per Hour	Estimated Hours	Total = (98 x 1)	Per Hour	Estimated Hours	Total = (98 x 1)	Per Hour	Estimated Hours	Total = (98 x 1)		
99	Cost of Labor	Per Hour	Estimated Hours	Total = (99 x 1)	Per Hour	Estimated Hours	Total = (99 x 1)	Per Hour	Estimated Hours	Total = (99 x 1)	Per Hour	Estimated Hours	Total = (99 x 1)		
100	Cost of Labor	Per Hour	Estimated Hours	Total = (100 x 1)	Per Hour	Estimated Hours	Total = (100 x 1)	Per Hour	Estimated Hours	Total = (100 x 1)	Per Hour	Estimated Hours	Total = (100 x 1)		
101	Cost of Labor	Per Hour	Estimated Hours	Total = (101 x 1)	Per Hour	Estimated Hours	Total = (101 x 1)	Per Hour	Estimated Hours	Total = (101 x 1)	Per Hour	Estimated Hours	Total = (101 x 1)		
102	Cost of Labor	Per Hour	Estimated Hours	Total = (102 x 1)	Per Hour	Estimated Hours	Total =								

Bid Tabulation																																																																																									
BID DESCRIPTION: On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance																																																																																									
Bid Number:		28181338430C-JN		Bid Opening Date:		Bid Close Date: 3/13/2025		Page Number: 1																																																																																	
REQUESTING DEPARTMENT: Department of Real Estate and Asset Management																																																																																									
<table><tr><td colspan="2">VENDOR CODE</td><td colspan="2">VENDOR NAME</td><td colspan="2">VENDOR CODE</td><td colspan="2">VENDOR NAME</td><td colspan="2">VENDOR CODE</td></tr><tr><td colspan="2">Overhead Door Company of Atlanta, the D.A. Paza Company, Inc.</td><td colspan="2">Fidfront Door Automation dba Fidfront Door Solutions</td><td colspan="2">Levinco Industrial, LLC</td><td colspan="2"></td><td colspan="2"></td></tr><tr><td colspan="2">ADDRESS</td><td colspan="2">ADDRESS</td><td colspan="2">ADDRESS</td><td colspan="2"></td><td colspan="2"></td></tr><tr><td colspan="2">1335 Avalon Ridge Parkway Peachtree Springs, GA 30071</td><td colspan="2">47 American Way, Suite 100 Doraville, GA 30095</td><td colspan="2">1916 Cedar Glen Way Unit 4265 Atlanta, GA 30329</td><td colspan="2"></td><td colspan="2"></td></tr><tr><td colspan="2">TELEPHONE</td><td colspan="2">TELEPHONE</td><td colspan="2">TELEPHONE</td><td colspan="2"></td><td colspan="2"></td></tr><tr><td colspan="2">(878) 816-9873</td><td colspan="2">(404) 226-8212</td><td colspan="2">(404) 761-4000</td><td colspan="2"></td><td colspan="2"></td></tr><tr><td colspan="2">CONTACT:</td><td colspan="2">CONTACT:</td><td colspan="2">CONTACT:</td><td colspan="2"></td><td colspan="2"></td></tr><tr><td colspan="2">Jill Brady</td><td colspan="2">James Adams</td><td colspan="2">Sonia Bell</td><td colspan="2"></td><td colspan="2"></td></tr></table>										VENDOR CODE		VENDOR NAME		VENDOR CODE		VENDOR NAME		VENDOR CODE		Overhead Door Company of Atlanta, the D.A. Paza Company, Inc.		Fidfront Door Automation dba Fidfront Door Solutions		Levinco Industrial, LLC						ADDRESS		ADDRESS		ADDRESS						1335 Avalon Ridge Parkway Peachtree Springs, GA 30071		47 American Way, Suite 100 Doraville, GA 30095		1916 Cedar Glen Way Unit 4265 Atlanta, GA 30329						TELEPHONE		TELEPHONE		TELEPHONE						(878) 816-9873		(404) 226-8212		(404) 761-4000						CONTACT:		CONTACT:		CONTACT:						Jill Brady		James Adams		Sonia Bell					
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No.	Building Name	QTY	Type of Doors	Service/Annual PM Cost/Building	Year 2025 Annual Cost	QTY	Service/Annual PM Cost/Building	Year 2025 Annual Cost	QTY	Service/Annual PM Cost/Building	Year 2025 Annual Cost																																																																														
TOTAL BASE BID AMOUNT Year 2025				\$	77,150.00	\$	70,520.00	\$	187,650.00																																																																																
Evaluation Notes																																																																																									
BIDS MAILED																																																																																									
BIDS RECEIVED: 3 Contact: Joanna Hernandez, APA, C Team																																																																																									







## Performance Evaluation Details

<b>ID</b>	E11
<b>Project</b>	On-Site Door Repair and Overhead Door Preventive Predictive Maintenance
<b>Project Number</b>	21ITB131067C-GS
<b>Supplier</b>	DH Pace Company, Inc.
<b>Supplier Project Contact</b>	Jordan Fisher (preferred language: English)
<b>Performance Program</b>	Goods and Commodity Services
<b>Evaluation Period</b>	10/01/2024 to 12/31/2024
<b>Effective Date</b>	01/06/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	01/06/2025 02:38 PM EST
<b>Completion Date</b>	01/06/2025 02:38 PM EST
<b>Evaluation Score</b>	79

### Related Documents

There are no documents associated with this Performance Evaluation



## OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Vendor provided goods and services of very good quality. There has been no issues related to quality or goods or performance level. Services were in compliance with specifications

### TIMELINESS OF PERFORMANCE

14/20

Rating

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

Comments

Vendor has made improvements in ensuring completion of projects within schedules. There was no delay that caused any serious impact on the operation of Fulton County's services.

### BUSINESS RELATIONS

17/20

Rating

**Excellent:** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Vendor maintained very good communication with Fulton County through its Account Manager, who is generally very responsive and inclined to help. The Account Manager also made serious efforts to reduce delays

### CUSTOMER SATISFACTION

17/20

Rating

**Excellent:** Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Contractor's staff and representative are very responsive to service requests and request for information. The Accounts Manager is always at hand to help with emergency services.

### COST CONTROL

14/20

Rating

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

Comments

Vendor uses contract terms and prices for invoicing. Invoices are accurate and timely. Vendor also helps to chase payments by submitting periodic statement of invoices.

### GENERAL COMMENTS

Comments

*Not Specified*

## Performance Evaluation Details

<b>ID</b>	E11
<b>Project</b>	On-Site Door Repair and Overhead Door Preventive Predictive Maintenance
<b>Project Number</b>	21ITB131067C-GS
<b>Supplier</b>	Piedmont Door Solutions
<b>Supplier Project Contact</b>	Jim Adams (preferred language: English)
<b>Performance Program</b>	Goods and Commodity Services
<b>Evaluation Period</b>	10/01/2024 to 12/31/2024
<b>Effective Date</b>	01/06/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	01/06/2025 02:27 PM EST
<b>Completion Date</b>	01/06/2025 02:27 PM EST
<b>Evaluation Score</b>	79

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Vendor provided services of good quality. There were no quality problems for the review period. Vendor's services complied with the requirements in the bid/contract specifications.

### TIMELINESS OF PERFORMANCE

14/20

Rating

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

Comments

Vendor has been able to meet or exceed the agreed upon time schedule. The vendor was available on-call and there were no delays in responding to service requirements.

### BUSINESS RELATIONS

17/20

Rating

**Excellent:** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Vendor remained in good communication with contract management team. Vendor responded to request for information or inquiries, reasonably well.

### CUSTOMER SATISFACTION

17/20

Rating

**Excellent:** Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

There have been no complaints about quality of vendor's work from any customer. Vendor responded to calls or requests for information or technical details in a professional manner

### COST CONTROL

14/20

Rating

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

Comments

Vendor did not submit any maintenance invoice during the quarter and so, it was not possible to verify that the vendor stopped the practice criticized in previous reviews - that of padding up the invoice with unapproved charges. This will be reviewed during next period

### GENERAL COMMENTS


Comments

*Not Specified*



## INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Chief Purchasing Agent,  
Purchasing and Contract Compliance

**FROM:** Joseph Davis, Director, DREAM 

**DATE:** March 20, 2025

**SUBJECT:** Recommendation Award – ITB #25ITB1336430C-JH,  
**On-Site Door Repair Services Countywide –**  
FY20255

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**Recommendation:** We are recommending approval of the lowest responsible bidders for ITB #25ITB1336430C-JH, On-Site Door Repair Services Countywide in the total amount not to exceed \$300,000.00 with (A) Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc., (Peachtree Corners, GA) in the amount not to exceed \$195,000.00 and (B) Piedmont Door Solutions (Dawsonville, GA) in the amount not to exceed \$105,000.00, to provide standby on-site door repair and preventive and predictive maintenance services on an “as needed” basis for all Fulton County facilities. Effective upon execution of contracts through December 31, 2025, with two (2) renewal options.

**Discussion:** The recommendation was based on the bidders’ costs with given quantities for each Fulton County facility for fixed pricing for preventive semi-annual and annual service maintenance services, to include estimated hourly labor rates during normal & weekends/holidays for on-call services, and truck charges. Combining all line item numbers #1 through #58 for semi and annual services and labor costs and truck charges line items #60 thru #62 to receive a Total Base Bid Amount from Pricing for Service Year 2025 to determine the lowest responsible and responsive bidder(s) to provide Countywide On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Services for Fulton County for FY2025.

**Evaluation Process:** The County received and evaluated three (3) bid responses to the solicitation. Piedmont Door Solutions, the apparent lowest bidder with a total base bid amount \$70,520.00, but was not considered as the overall lowest responsible bidder because they did not submit a pricing on 9 out of 61 total line items. This was because they do not maintain or repair roll up doors (types “C”) or any sliding gates entrances used for vehicular traffic (types “D”), which are located at 9 locations (#28, #29, #31, #32, #35, #36, #37, #46 and #54). Piedmont Doors provided costs for the type of doors they are equipped to maintain/ or repair.

Also, their services labor charges (Line Items #60, #61 & #62) were \$25.00 higher @ \$105.00 per hour during normal hours and @ \$130.00 an hour after working hours

compared to the next lowest bidder @ \$80.00 and \$110.00 for normal and after working hours. The hourly rates are approximately 40% of the average cost of service.

D. H. Pace Company, Inc., apparent 2<sup>nd</sup> lowest bidder, submitted a complete base bid amount of \$77,160.00. They provided costs for all 58 Line Items specified in the ITB (Bid Form) for preventive and predictive on-site door repair and comparable hourly labor rates (#60, #61 & #62), and Lavonne Industries, LLC, the 3<sup>rd</sup> lowest bidder, submitted a complete base bid of \$197,650.00.

**Conclusion:** After careful review, DREAM recommends the overall complete lowest and the 2<sup>nd</sup> lowest most responsive and responsible bidders respectively: D. H. Pace Company, Inc and Piedmont Door Solutions, to provide on-site door repair and preventive and predictive maintenance services for Fulton County facilities in FY2025.

	<b>Recommended Bidders</b>	<b>Base Bid Amount</b>	<b>Award Authority</b>
1	D. H. Pace Company, Inc	\$77,160.00	<b>\$195,000.00</b>
2	Piedmont Door Solutions	\$70,520.00	<b>\$105,000.00</b>
3	Lavonne Industries, LLC	\$197,650.00	Not Recommended

Having multiple contractors will provide the County with maximum flexibility and sufficient manpower resources to respond to the scope and complexity of service needs for a county of this size. Both recommended contractors have a current contract with Fulton County and has performed satisfactorily (79 ratings respectfully) and highly competent as a door contractor for Fulton County as stated in their performance reports (see Exhibit 2).

The requested spending authority in the total amount of \$300,000.00, is an increase of \$40,000.00 over the prior contract previously awarded for 2024 (\$260,000.00) and is largely for the Central Fulton Maintenance Division which will service the Fulton County Jail for FY2025. These planned projects for 2025 consists of replacement and major repairs of several roll up doors, including main sallyport doors.

These are time and materials contracts. The requested spending authority in the total amount of \$300,000.00 will cover costs for major/or routine repairs, replacement of doors and components, and hourly labor for on-site door repairs for all building for FY2025.

Funding for this recommendation is the in accounts for FY2025: #100-520-5220-1116 in the amount of \$170,000.00; #100-520-5221-1116 in the amount of \$90,000.00, and #100-520-5224-1116 in the amount of \$40,000.00 for a total amount of \$300,000.00.

Authorized Signature: Joseph N. Davis Date: 3.20.25  
(By Director/Deputy Director)

If you require additional information, contact Harry Jordan at (404) 612-5933.

Cc. Tim Dimond, Deputy Director, DREAM  
John W. Adams, Administrator, DREAM  
Vijay Nair, Building Maintenance Manager, DREAM  
Willie Perryman, Building Maintenance Manager, DREAM  
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance  
Joanna Hernandez, APA, Team C, Purchasing & Contract Compliance  
Harry Jordan, Contract Administrator, DREAM  
Khandi Flowers, Contract Administrator, Purchasing & Contract Compliance







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0304

Meeting Date: 4/16/2025

### Department

Arts and Culture

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

Request approval of a contract between Fulton County and the Chattahoochee Nature Center, Inc. for the purpose of providing funding in the total amount of \$200,000.00 recurring for environmental education programming. The term of the contract is effective upon execution through December 31, 2025.

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

O.C.G.A. § 36-1-19.1 and O.C.G.A. § 36-10-1 - The Board of Commissioners has exclusive jurisdiction over its affairs and may make charitable contribution in the form of contract for services, with such contracts to be in writing and spread on the minutes.

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

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** Scope of Work: The Department of Arts & Cultural recommends the approval of a Memorandum of Understanding with the Chattahoochee Nature Center, Inc., a Georgia non-profit organization that provides environmental educational services on a scheduled basis for the benefit Fulton County citizens and visitors. Scheduled environmental educational services will be conducted

targeting service delivery in North Fulton County through programs that are designed to promote awareness and appreciation of the environment. The Chattahoochee Nature Center's staff will develop environmental education programs that connect to science, technology, engineering, arts and mathematics. Funding will also be provided for non-recurring capital improvements.

**Community Impact:** Environmental educational services are provided on a scheduled basis for the benefit of Fulton County citizens and visitors.

**Department Recommendation:** Approval of the Contract between Fulton County and the Chattahoochee Nature Center, Inc., in the total amount of \$200,000 for environmental education services, upon execution through December 31, 2025.

**Project Implications:** Click or tap here to enter text.

**Community Issues/Concerns:** Ensure community education and participation in environmental matters throughout Fulton County

**Department Issues/Concerns:** No department concerns have been identified.

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

100-181-1820-1160: General Fund, Arts and Culture, The Chattahoochee Nature Center - \$200,000

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA**

**AND**

**CHATTAHOOCHEE NATURE CENTER, INC.**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”) and Chattahoochee Nature Center, Inc. located at 9135 Willeo Road in Roswell, Georgia 30075 (hereinafter referred to as “Chattahoochee Nature Center”) and collectively the “Parties.”

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Department of Arts and Culture, has determined a need for environmental educational services in Fulton County; and

**WHEREAS**, Fulton County, through its Department of Arts and Culture, has determined that these services can be best performed by a non-profit, tax exempt 501(c)(3); and

**WHEREAS**, the Chattahoochee Nature Center is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people with nature by giving the youth a place to foster an active awareness and understanding of the ecology of the natural world through interactive, hands-on learning experiences and to provide adults a local place for adult learning experiences, volunteerism, and outdoor family activities that strengthen the environmental stewardship commitment within the community; and

**WHEREAS**, Fulton County desires to enter into a Contract with the Chattahoochee Nature Center for the purpose of providing recurring funding to support environmental education services within Fulton County at the Nature Center located at 9135 Willeo Road in Roswell, Georgia; and

**WHEREAS**, the Chattahoochee Nature Center will expend the funds under this Contract for environmental promotion and protection purposes consistent with its mission and non-profit status only, deriving no profit for the organization; and

**WHEREAS**, Fulton County is authorized to enter into this Contract with the Chattahoochee Nature Center pursuant to O.C.G.A. § 36-1-19.1.

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

## **1.0 STATEMENT OF WORK**

Fulton County shall provide financial assistance not to exceed the amount of **\$200,000.00** to provide environmental education services on a scheduled basis for the benefit of Fulton County citizens and visitors. Scheduled environmental educational services will be conducted targeting service at the Chattahoochee Nature Center (North Fulton County) through programs that are designed to promote awareness and appreciation of the environment. The Chattahoochee Nature Center will develop and provide environmental education programs that connect to science, technology, engineering, arts and mathematics and partner with Fulton County Schools, Fulton County Department of Arts and Culture's Arts Centers and other community entities.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment "A" shall be as follows: The total amount payable to the Chattahoochee Nature Center per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

The Chattahoochee Nature Center shall submit all necessary documentation to the Fulton County Department of Arts & Culture ("FCDAC") as required in Attachment "A," Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within FCDAC through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

## **3.0 TERM OF CONTRACT**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2025, unless otherwise extended in writing or terminated by Fulton County. However, unless good cause is shown, should the Chattahoochee Nature Center not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward the Scope of Work in this Contract shall be immediately returned to Fulton County.

## **4.0 TERMINATION/SUSPENSION OF CONTRACT**

### **4.1 TERMINATION OF CONTRACT FOR CAUSE**

Either Fulton County or The Chattahoochee Nature Center may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the

Contract. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Contract shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, The Chattahoochee Nature Center will be compensated by Fulton County for expenses deemed by Fulton County to be due and reasonable.

Notice of termination shall be delivered by hand-delivery or certified mail with receipt for delivery returned to the sender.

#### **4.2 TERMINATION FOR CONVENIENCE OF FULTON COUNTY**

Notwithstanding any other provisions, Fulton County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to the Chattahoochee Nature Center.

#### **4.3 SUSPENSION**

Fulton County may by written notice to the Chattahoochee Nature Center, suspend the use of Fulton County funds where it is determined that any portion of work or services for which Fulton County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment "A". Upon receipt of a suspension notice, the Chattahoochee Nature Center must:

- 1) Immediately take correct measures and provide proof to Fulton County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of a notice to resume suspended services, the Chattahoochee Nature Center will immediately resume performance under this Contract as required in the notice.

#### **5.0 RECORDS, REPORTS AND AUDITS**

The Chattahoochee Nature Center shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to Fulton County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of this project unless permission to destroy them is



granted by Fulton County. The Chattahoochee Nature Center's records, and accounts shall at all times meet or exceed the applicable requirements of federal, state and county law, rules and regulations. Further, the Chattahoochee Nature Center shall submit detailed reports on the progress made and services during the course of this project. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director of the FCDAC. Two copies of the report shall be included in each submission.

## **6.0 INSPECTION OF FILES AND RECORDS**

FCDAC shall at all reasonable times have access to the pertinent offices and books and records of the Chattahoochee Nature Center for inspection of the activities performed and expenses incurred under this Contract.

## **7.0 REVERSION OF ASSETS AND EQUIPMENT**

Upon expiration or termination of this Contract, the Chattahoochee Nature Center shall transfer to Fulton County any Fulton County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of Fulton County funds.

Further, in the event that the Chattahoochee Nature Center should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in Fulton County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report, map, or other document produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Chattahoochee Nature Center without the prior written consent of the County. All such reports, maps, or other documents shall become and be deemed the property of the County and title therein shall vest in the County.

Further, any favorable publicity given to this project must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of and in all publications concerning this project, the Chattahoochee Nature Center agrees to display and make known that the project was assisted under the auspices of the County.

## **9.0 ASSIGNMENT OF CONTRACT**

The Chattahoochee Nature Center shall not make any purported assignment of this Contract or any part thereof or delegate the duties herewith without prior written consent of Fulton County.

## **10.0 CONFLICT OF INTEREST**

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

#### **11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION; CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

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

#### **12.0 HOLD HARMLESS/INDEMNIFICATION**

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

#### **13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

This Contract constitutes the entire arrangement between Fulton County and the Chattahoochee Nature Center, and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing and signed by Fulton County and the Chattahoochee Nature Center's duly authorized representatives.

Further, in the event of any material change or modification in the Chattahoochee Nature Center's Contract or agreement with any other funding source during the course of this Contract, the Chattahoochee Nature Center shall immediately notify FCDAC of such change. In such event, Fulton County shall have the right to terminate its obligations under this Contract, discontinue future funding hereunder, and demand the refund or return of funds previously paid to or on behalf of the Chattahoochee Nature Center.

#### **14.0 NOTICES**

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

Notice to Fulton County, shall be addressed as follows:

Director, Department of Arts and Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, Georgia 30303  
404-612-5780

Copy to: Office of the County Attorney  
141 Pryor Street, S.W. Suite 4038  
Atlanta, Georgia 30303

Notices to the Chattahoochee Nature Center shall be addressed as follows:

The Chattahoochee Nature Center, Inc.  
9135 Willeo Road  
Roswell, Georgia 30075  
770-992-2055  
Attention: Natasha Rice, President and CEO

#### **16.0 GOVERNING LAW**

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

#### **17.0 INSURANCE**

The Chattahoochee Nature Center further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment "B."

**IN WITNESS WHEREOF**, each party attest that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**For Chattahoochee Nature Center, Inc.**    Attest:

\_\_\_\_\_  
Clarence Jackson, Chair  
Chattahoochee Nature Center, Inc.  
Board of Trustees

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

(Seal)

**For Fulton County, Georgia**

Attest:

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Board of Commissioners

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
David Manuel, Director  
Department of Arts and Culture

\_\_\_\_\_  
Office of the County Attorney

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

## ATTACHMENT “A”

### SCOPE OF WORK

#### THE CHATTAHOOCHEE NATURE CENTER, INC.

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND DOLLARS **(\$200,000.00)** allocated to the Chattahoochee Nature Center, the Chattahoochee Nature Center agrees to provide scheduled arts programming, exhibitions, and arts educational services for the benefit of Fulton County citizens and visitors. The Chattahoochee Nature Center also agrees to provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at [fulton.dullestech.net](http://fulton.dullestech.net):**

##### A. Program Administration and Evaluation

1. The Chattahoochee Nature Center agrees to provide environmental promotion and protection services to Fulton County residents on a scheduled basis during regular hours for the benefit of the general public.
2. As a minimum agreement for supervision of the facility, the Chattahoochee Nature Center agrees to direct day-to-day supervision of the management of the Chattahoochee Nature Center and will operate at least 20 hours per week through the term of the Center, with a responsible person to be located on site during operational hours.
3. The Chattahoochee Nature Center agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote education, conservation, and environmental stewardship for the benefit of the public.
4. The Chattahoochee Nature Center agrees to provide FCDAC with:
  - A. Copy of the Chattahoochee Nature Center’s 2025 Work Plan, including program service goals and objectives;
  - B. Schedule of 2025 programs and special events and projected participation;
  - C. A copy of the 2024 year-end financial statement;
  - D. A copy of Certificate of Insurance, as described in “Attachment B;” and
  - E. A copy of the Chattahoochee Nature Center’s Certification of non-profit 501(c)(3) status.
  - F. A copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
5. By the tenth (10<sup>th</sup>) day of each month during the term of this Contract, the Chattahoochee Nature Center agrees to provide FCDAC with:
  - A. A monthly attendance report for each program/event held regarding environmental promotion and protection, beginning upon execution through December 31, 2025; and
  - B. The number of active volunteers and the number of volunteer hours donated for environmental promotion and protection activities for the previous month, beginning upon execution through December 31, 2025.
6. Contract funding will be paid out in one disbursement.

## **ATTACHMENT “B”**

### **INSURANCE AND LIABILITY**

The Chattahoochee Nature Center shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from the Chattahoochee Nature Center under this Contract.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

#### **Comprehensive General Liability**

- |   |           |
|---|-----------|
| 1. Bodily Injury (each occurrence and annual aggregate)   | \$500,000 |
| 2. Property damage (each occurrence and annual aggregate) | \$500,000 |
| 3. Personal injury (each occurrence and annual aggregate) | \$500,000 |

#### **Automobile Liability**

- |                                      |           |
|--------------------------------------|-----------|
| 1. Bodily injury (each occurrence)   | \$500,000 |
| 2. Property damage (each occurrence) | \$100,000 |







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0305

**Meeting Date:** 4/16/2025

### Department

Arts and Culture

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

Request approval of a Contract between Fulton County and the Bear Creek Nature Center, Inc. for the purpose of providing funding in the total amount of \$200,000.00 recurring for environmental education programming. The term of the Contract is effective upon execution through December 31, 2025.

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

Pursuant to O.C.G.A. § 36-1-19.1 and O.C.G.A. § 36-10-1, the Board of Commissioners has exclusive jurisdiction over its affairs and may make charitable contributions in the form of contracts for services, with such contracts to be in writing and spread on the minutes.

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

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Department of Arts & Cultural recommends the approval of a Memorandum of Understanding with the Bear Creek Nature Center, Inc. a Georgia non-profit organization that provides environmental educational services on a scheduled basis for the benefit Fulton County citizens and visitors. Scheduled environmental educational services will be conducted targeting service delivery in South Fulton County through programs that are designed to promote awareness and appreciation of the environment. The

Bear Creek Nature Center's staff will develop environmental education programs that connect to science, technology, engineering, arts and mathematics. Funding will be provided to assist with non-recurring capital improvements

**Community Impact:** Environmental educational services are provided on a scheduled basis for the benefit of Fulton County citizens and visitors.

**Department Recommendation:** Approval of a Contract between Fulton County and the Bear Creek Nature Center, Inc., in the total amount of \$200,000.00, recurring for environmental education programming to be effective upon execution through December 31, 2025.

**Project Implications:** Ensure community education and participation in environmental matters throughout Fulton County.

**Community Issues/Concerns:** No issues/concerns have been raised by constituents or clients concerning the agenda item.

**Department Issues/Concerns:** No department concerns have been identified.

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

100-181-1820-1160: General Fund, Arts and Culture, The Bear Creek Nature Center - \$200,000

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA  
AND  
BEAR CREEK NATURE CENTER, INC.**

**THIS CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”) and Bear Creek Nature Center, Inc., located at 6300 Cochran Mill Road, Chattahoochee Hills, Georgia 30268 (hereinafter referred to as “the Nature Center”) and collectively the “Parties.”

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Fulton County Department of Arts and Culture (“FCDAC”), has determined a need for environmental educational services in Fulton County; and

**WHEREAS**, Fulton County, through its FCDAC, has determined that these services can be best performed by a non-profit, tax exempt 501(c)(3) under a contract (“Contract”); and

**WHEREAS**, the Nature Center is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people with nature by giving youth a place to foster an active awareness and understanding of the ecology of the natural world through interactive, hands-on learning experiences and provide adults a local place for adult learning experiences, volunteerism, and outdoor family activities that strengthen the environmental stewardship commitment within the community; and

**WHEREAS**, the Board of Commissioners, through the approval of Fulton County’s budget for 2025 authorizes and designates **\$200,000.00** for the Nature Center to provide funding to support environmental education services within the County at the Nature Center located at 6300 Cochran Mill Road in Chattahoochee Hills, Georgia; and

**WHEREAS**, the Nature Center will expend the funds under this Contract for environmental promotion and protection purposes consistent with its mission and non-profit status only, deriving no profit to the organization; and

**WHEREAS**, Fulton County is authorized to enter into this Contract with the Nature Center pursuant to O.C.G.A. § 36-1-19.1.

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

## **1.0 STATEMENT OF WORK**

Under this Contract, Fulton County shall provide financial assistance in the amount of Two Hundred Thousand Dollars (**\$200,000.00**) for environmental education services and programming at the current facility located at 6300 Cochran Mill Road, Chattahoochee Hills, Georgia. The Nature Center shall perform the services in accordance with Attachment “A” of this Contract, “Scope of Work,” attached hereto and made a part hereof.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 of this Contract, and in Attachment “A”, shall be as follows: The total amount payable to the Nature Center per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

The Nature Center shall submit all necessary documentation to FCDAC as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within the FCDAC through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

## **3.0 TERM OF CONTRACT**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2025, unless otherwise extended in writing or terminated by Fulton County. However, unless good cause is shown, should the Nature Center not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward the Scope of Work in this Contract shall be immediately returned to the County.

## **4.0 TERMINATION/SUSPENSION OF CONTRACT**

### **4.1 TERMINATION OF CONTRACT FOR CAUSE**

Either County or the Nature Center may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Contract shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, the Nature Center will be compensated by Fulton County for expenses deemed by Fulton County to

be due and reasonable.

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

#### **4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, Fulton County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to the Nature Center.

#### **4.3 SUSPENSION**

Fulton County may by written notice to the Nature Center, suspend the use of Fulton County funds where it is determined that any portion of work or services for which Fulton County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment "A". Upon receipt of a suspension notice, the Nature Center must:

- 1) Immediately take correct measures and provide proof to Fulton County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of a notice to resume suspended services, the Nature Center will immediately resume performance under this Contract as required in the notice.

#### **5.0 RECORDS, REPORTS AND AUDITS**

The Nature Center shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by Fulton County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to Fulton County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of this project unless permission to destroy them is granted by Fulton County. The Nature Center's records, and accounts shall at all times meet or exceed the applicable requirements of federal, state and county law, rules and regulations. Further, the Nature Center shall submit detailed reports on the progress made and services during the course of this project. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director of the FCDAC. Two copies of the report shall be included in each submission.



## **6.0 INSPECTION OF FILES AND RECORDS**

FCDAC shall at all reasonable times have access to the pertinent offices and books and records of the Nature Center for inspection of the activities performed and expenses incurred under this Contract.

## **7.0 REVERSION OF ASSETS AND EQUIPMENT**

Upon expiration or termination of this Contract, the Nature Center shall transfer to Fulton County any Fulton County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of Fulton County funds.

Further, in the event that the Nature Center should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result with Fulton County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report, map, or other document produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Nature Center without the prior written consent of Fulton County. All such reports, maps, or other documents shall become and be deemed the property of Fulton County and title therein shall vest in Fulton County.

Further, any favorable publicity given to this project must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of and in all publications concerning this project, the Nature Center agrees to display and make known that the project was assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

The Nature Center shall not make any purported assignment of this Contract or any part thereof or delegate the duties herewith without prior written consent of Fulton County.

## **10.0 CONFLICT OF INTEREST**

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

## **11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION; CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

The Nature Center shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status, to the extent these laws have not been held invalid or unenforceable. Nonetheless, no person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Contract.

## **12.0 HOLD HARMLESS**

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

## **13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

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

Further, in the event of any material change or modification in the Nature Center's Contract or agreement with any other funding source during the course of this Contract, the Nature Center shall immediately notify the FCDAC of such change. In such event, Fulton County shall have the right to terminate its obligations under this Contract, discontinue future funding hereunder, and demand the refund or return of funds previously paid to or on behalf of the Nature Center.

## **14.0 NO THIRD-PARTY BENEFICIARY**

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship

described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Nature Center and Fulton County.

## **15.0 NOTICES**

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

Notice to County, shall be addressed as follows:

Director, Department of Arts and Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, Georgia 30303  
404-612-5780

Copy To: Office of the County Attorney  
141 Pryor Street, S.W. Suite 4038  
Atlanta, Georgia 30303

Notices to the Nature Center shall be addressed as follows:

Bear Creek Nature Center, Inc.  
6300 Cochran Mill Road  
Chattahoochee Hills, Georgia 30268  
770-306-0914  
Attention: Norma Lewis, Director

## **16.0 GOVERNING LAW**

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

## **17.0 INSURANCE**

The Nature Center agrees to maintain for the life of this Contract such insurance as shall fully protect Fulton County. Such requirements are attached and made a part hereof as Attachment "B."

**IN WITNESS WHEREOF**, each of the parties hereto has caused MOU to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**For Bear Creek Nature Center, Inc.**

Attest:

\_\_\_\_\_  
Norma Lewis, Director  
Bear Creek Nature Center, Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

(Seal)

**For Fulton County, Georgia**

Attest:

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Board of Commissioners

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
David Manuel, Director  
Department of Arts and Culture

\_\_\_\_\_  
Office of the County Attorney

## ATTACHMENT "A"

### SCOPE OF WORK

#### BEAR CREEK NATURE CENTER, INC.

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) allocated to the Nature Center, the Nature Center agrees to provide scheduled arts programming, exhibitions, and arts educational services for the benefit of Fulton County citizens and visitors. The Nature Center also agrees to provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at [fulton.dullestech.net](http://fulton.dullestech.net):**

##### A. Program Administration and Evaluation

1. The Nature Center agrees to provide environmental promotion and protection services to Fulton County residents on a scheduled basis during regular hours for the benefit of the general public.
2. As a minimum agreement for supervision of the facility, The Nature Center agrees to direct day-to-day supervision of the management of The Nature Center and will operate at least 20 hours per week through the term of the Contract, with a responsible person to be located on site during operational hours.
3. The Nature Center agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote education, conservation and environmental stewardship for the benefit of the public.
4. The Nature Center agrees to provide the FCDAC with:
  - A. Copy of Bear Creek Nature Center's 2025 Work Plan, including program service goals and objectives;
  - B. Schedule of 2025 programs and special events and projected participation.
  - C. A copy of the 2024 year-end financial statement;
  - D. A copy of Certificate of Insurance, as described in "Attachment B;" and
  - E. A copy of The Nature Center's Certification of non-profit 501(c) (3) status.
  - F. A copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
5. By the tenth (10<sup>th</sup>) day of each month during the term of this Contract, The Nature Center agrees to provide the FCDAC with:
  - A. A monthly attendance report for each program/event held regarding environmental promotion and protection, beginning upon execution through December 31, 2025; and
  - B. The number of active volunteers and the number of volunteer hours donated for environmental promotion and protection activities for the previous month, beginning upon execution through December 31, 2025.
6. Contract funding will be paid out in one disbursement.

**ATTACHMENT “B”  
INSURANCE AND LIABILITY**

The Nature Center shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from The Nature Center under this Contract.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

**Comprehensive General Liability**

1. Bodily Injury (each occurrence and annual aggregate)	\$500,000
2. Property damage (each occurrence and annual aggregate)	\$500,000
3. Personal injury (each occurrence and annual aggregate)	\$500,000

**Automobile Liability**

1. Bodily injury (each occurrence)	\$500,000
2. Property damage (each occurrence)	\$100,000







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0306

**Meeting Date:** 4/16/2025

### Department

Arts and Culture

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

Request approval of a contract between Fulton County and Hammonds House, Inc. for the purpose of providing funding in the total amount of \$200,000.00 recurring for environmental education programming. The term of the contract is effective upon execution through December 31, 2025.

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

O.C.G.A. § 36-1-19.1 and O.C.G.A. § 36-10-1 - The Board of Commissioners has exclusive jurisdiction over its affairs and may make charitable contribution in the form of contract for services, with such contracts to be in writing and spread on the minutes.

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

Arts and Libraries

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

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

**Scope of Work:** The Department of Arts and Culture recommends the approval of a contract with Hammonds House, Inc., a Georgia non-profit organization that maintains and preserves a County-owned permanent arts collection and facility while providing arts programming for the benefit of Fulton County citizens and visitors. Scheduled arts programming, exhibitions, and arts educational services will be conducted targeting service delivery to promote awareness and appreciation of the

arts. Hammonds House staff will develop arts programs and arts education activities.

**Community Impact:** Environmental educational services are provided on a scheduled basis for the benefit of Fulton County citizens and visitors.

**Department Recommendation:** The Department recommends approval of this contract between Fulton County and Hammonds House in the amount of \$200,000 for arts programming and arts educational services upon execution through December 31, 2025

**Project Implications:** Ensure community education and participation in environmental matters throughout Fulton County.

**Community Issues/Concerns:** No issues/concerns have been raised by constituents or clients concerning the agenda item.

**Department Issues/Concerns:** No department concerns have been identified.

### **Fiscal Impact / Funding Source**

**Funding Line 1:**

100-181-1819: General Fund, Arts and Culture, Hammond's House - \$200,000

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT  
BETWEEN FULTON COUNTY,  
GEORGIA AND  
HAMMONDS HOUSE MUSEUM, INC.**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as the “County”), and HAMMONDS HOUSE MUSEUM, INC., located at 503 Peeples Street, SW Atlanta, Georgia 30310 (hereinafter referred to as “HHM”).

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Fulton County Department of Arts and Culture (“FCDAC”) has determined a need for arts and related services in Fulton County; and

**WHEREAS**, Fulton County, through its FCDAC, has determined that these services can best be performed by a non-profit, tax exempt 501(c)(3) entity under a contract (“Contract”); and

**WHEREAS**, HHM, formerly known as Hammonds House Galleries, was established as a 501(c)(3) not for profit corporation in 1988 and indicates that it can provide the arts and related services being funded under this Contract; and

**WHEREAS**, the Board of Commissioners, through the approval of the County’s budget for 2025 authorized and designated **\$200,000.00** to the HHM to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, HHM guarantees, by and through this contract, that the funds expended under this Contract will be expended for arts and cultural program delivery purposes consistent with the HHM's non-profit status, deriving no profit to the organization and that the activities funded are consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder and shall take place within Fulton County, Georgia.

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

## **1.0 STATEMENT OF WORK**

The County shall provide financial assistance in the not to exceed amount of **\$200,000.00** to HHM for the operation and management of the current arts and culture programs based at 503 Peoples Street, SW Atlanta, Georgia 30310. HHM will perform the services in accordance with Attachment “A” of this Contract, “Scope of Work”, attached hereto and made a part hereof.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to HHM per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

HHM shall submit all necessary documentation to FCDAC as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within FCDAC through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

## **3.0 TERM OF CONTRACT**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2025, unless otherwise extended in writing or terminated by the County. However, unless good cause is shown, should HHM not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

HHM further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment “B.”

## **4.0 TERMINATION/SUSPENSION OF CONTRACT**

### **4.1 TERMINATION OF CONTRACT FOR CAUSE**

Either the County or HHM may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Contract shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, HHM will

be compensated by the County for expenses deemed by the County to be due and reasonable.

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

#### **4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to HHM.

#### **4.3 SUSPENSION**

The County may by written notice to HHM, suspend the use of County funds where it is determined that any portion of work or services for which County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment "A". Upon receipt of a suspension notice, HHM must:

- 1) Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of a notice to resume suspended services, the Subrecipient will immediately resume performance under this Contract as required in the notice.

#### **5.0 RECORDS, REPORTS AND AUDITS**

HHM shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s), and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by the County. HHM's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations. Further, HHM shall submit detailed reports on the progress made and services provided during the course of this program. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director of FCDAC. Two copies of the report shall be included in each submission.



## **5.1 INSPECTION OF FILES AND RECORDS**

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

## **6.0 REVERSION OF ASSETS & EQUIPMENT**

Upon expiration or termination of this Contract, HHM shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that HHM should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **7.0 COPYRIGHT AND PUBLICITY**

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of HHM without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment "A" must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning the services funded under this Contract, HHM agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **8.0 ASSIGNMENT OF CONTRACT**

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

## **9.0 CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-assisted activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any

contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

## **10.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION**

### **10.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

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

## **11.0 HOLD HARMLESS/ INDEMNIFICATION**

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

## **12.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

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

In the event of any material change or modification in HHM's Contract or any contract with any other funding source during the course of this Contract, HHM shall immediately notify the FCDAC of such change. Nothing herein shall preclude HHM to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

### **13.0 NO THIRD-PARTY BENEFICIARY**

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than HHM and the County.

### **14.0 GOVERNING LAW**

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

### **15.0 NOTICES**

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

**To Fulton County:**

Fulton County Department of Arts and Culture  
141 Pryor Street, Suite 2030  
Atlanta, Georgia 30303

**Copy to:**

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

**To Hammonds House Museum, Inc.:**

503 Peebles Street, SW  
Atlanta, GA 30310

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, each party attest that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Hammonds House Museum, Inc.**

Attest:

\_\_\_\_\_  
Imara Canady, Board Chairman  
Hammonds House Museum, Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Donna Watts-Nunn  
Name (Typed or Printed)

\_\_\_\_\_  
Managing Director  
Title

(Seal)

**Fulton County**

Attest:

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Board of Commissioner

\_\_\_\_\_  
Tonya R. Grier,  
Clerk to the Commission (Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
David Manuel, Director  
Attorney Department of Arts & Culture

\_\_\_\_\_  
Office of the County

## ATTACHMENT “A”

### SCOPE OF WORK HAMMONDS HOUSE MUSEUM, INC.

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) allocated to HHM, HHM agrees to provide scheduled arts programming, exhibitions, and arts educational services for the benefit of Fulton County citizens and visitors. HHM also agrees to provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at [fulton.dullestech.net](http://fulton.dullestech.net):**

#### A. Program Administration and Evaluation

1. HHM agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. HHM agrees to direct day-to-day supervision of the management of HAMMONDS HOUSE MUSEUM and will operate at least 30 hours per week, with a responsible person to be located on site during operational hours.
3. HHM agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote arts education, cultural education and activities and community arts outreach for the benefit of the public.
4. HHM agrees to provide FCDAC with:
  - A. Copy of HHM’s 2025 Work Plan, including program service goals and objectives;
  - B. Schedule of 2025 programs and special events and the numbers of expected participants;
  - C. Copy of Year End Financial Statement for 2023 or 2024;
  - D. Copy of Certificate of Insurance, as described in “Attachment B”; and
  - E. Copy certifying HHM 501(c) (3) status.
  - F. Copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
5. By the tenth (10<sup>th</sup>) day of each month during the term of this Contract, HHM agrees to provide FCDAC with:
  - A. Monthly attendance report for each arts and culture program or event held beginning January 1 through December 31, 2025; and
  - B. Number of arts instructors, program volunteers and number of volunteer hours donated for arts and cultural programs and activities for the prior month and deliverable on a rolling basis. January through December 2025 reports are due the following month by the tenth (10<sup>th</sup>) business day
  - C. A final report will be due 30 days after the conclusion of the awards cycle (January 31, 2025)

## **B. Recognition of Support Requirements**

### **1. Logo and Credit Requirements**

HHM will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described above.

### **2. Logo and Credit Line Usage**

HHM must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- I. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- II. Adhere to the "Fulton County Logo 2025, Usage Guidelines."
- III. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- IV. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

HHM agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **C. Fulton County Support Recognition**

HHM agrees to recognize the support of the County through the FCDAC Contracts for Services Program by complying with the following requirements:

When HHM lists sponsors and supporters in printed or electronic materials, included but



not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, HHM agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

HHM agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.

When the County is the single largest supporter of HHM's programs, HHM agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.

HHM agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.

HHM agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

#### **D. Verbal Acknowledgment**

HHM agrees to give verbal acknowledgment to Fulton County by using the credit line listed in above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

#### **E. Recognition Requirements for Partners Receiving \$50,000 or More**

In addition to the logo and credit requirements as described above, when HHM receives an award greater than \$50,000, HHM is required to:

Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.

In consultation with the FCDAC Director and staff, HHM must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCDAC representatives is required.

Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract.

**F. Evidence of Recognition**

HHM will be required to provide evidence of compliance with the requirements herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCDAC, and HHM may not receive funding in the next three (3) FCDAC Contracts for Services contract cycles.

**G. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined above shall be sent to FCDAC Director, FCDAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

**H. Contract funding will be paid out in one disbursement.**

## ATTACHMENT “B”

### INSURANCE AND LIABILITY

HHM shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from HHM, Inc. under this Contract.

At a minimum, the above-described insurance must include the following elements and limits of coverage:

#### **Comprehensive General Liability**

- |    |  |           |
|----|--|-----------|
| 1. | Bodily Injury (each occurrence and annual aggregate)   | \$500,000 |
| 2. | Property damage (each occurrence and annual aggregate) | \$500,000 |
| 3. | Personal injury (each occurrence and annual aggregate) | \$500,000 |

#### **Automobile Liability**

- |    |                                   |           |
|----|-----------------------------------|-----------|
| 1. | Bodily injury (each occurrence)   | \$500,000 |
| 2. | Property damage (each occurrence) | \$100,000 |





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0307

**Meeting Date:** 4/16/2025

### Department

Arts and Culture

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

Request approval of a contract between Fulton County, Georgia and The Arts Center, Inc., a Georgia non-profit corporation, for the purpose of providing funding in the amount of \$200,000.00 for the operation and management of the current arts and culture programs based at 6290 Abbotts Bridge Road, Johns Creek, Georgia 30097 as well as to provide a Multicultural Performing Arts Center feasibility study and expanded operational programming. The term of the contract is effective upon execution through December 31, 2025.

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

Pursuant to Fulton County Code Section 1-117, O.C.G.A. § 36-1-19.1, and O.C.G.A. § 36-10-1, the Board of Commissioners has exclusive jurisdiction over its affairs and may make charitable contributions in the form of contracts for services, with such contracts to be in writing and spread on the minutes.

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

Arts and Libraries

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

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

**Scope of Work:** The Department of Arts & Culture recommends the approval of a contract with The Arts Center, Inc., a Georgia non-profit corporation, for the purpose of providing funding in the amount of \$200,000.00 for the operation and management of the current arts and culture programs based at 6290 Abbotts Bridge Road, Johns Creek, Georgia 30097 as well as to provide a Multicultural Performing Arts Center feasibility study and expanded operational programming. Scheduled arts exhibitions and educational services will be conducted targeting service delivery in North Fulton through programs that are designed to promote awareness and appreciation of the arts. The Art Center's staff will develop arts programs and arts education programs.

**Community Impact:** Arts programming provided on a scheduled basis for the benefit of Fulton County citizens and visitors

**Department Recommendation:** Approval of a contract between Fulton County and The Arts Center in the amount of \$200,000 for artistic services upon execution through December 31, 2025.

**Project Implications:** Ensure community education and participation in arts matters throughout Fulton County.

**Community Issues/Concerns:** No issues/concerns have been raised by constituents or clients concerning the agenda item.

**Department Issues/Concerns:** No department concerns have been identified.

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

100-181-1814-1160: General Fund, Arts and Culture, The Arts Center - \$200,000



**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA AND  
THE ART CENTER INC**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and THE ART CENTER INC, f/k/a Johns Creek Art Center, Inc., located at 6290 Abbotts Bridge Road, # 700, Johns Creek, Georgia 30097.

**WITNESSETH THAT:**

**WHEREAS**, the County, through its Department of Arts & Culture (“FCDAC”) has determined a need for arts and related services in North Fulton County; and

**WHEREAS**, the County, through its FCDAC, has determined that these services can best be performed by a non-profit, tax exempt 501(c)(3) entity under a contract (“Contract”); and

**WHEREAS**, The Art Center Inc., f/k/a Johns Creek Arts Center, was established in 1996 as Ocee Community Arts Center, Inc., a 501 (c)(3) not for profit corporation; and

**WHEREAS**, on April 29, 2010, Ocee Community Arts Center, Inc. filed a Certificate of Amendment with the Georgia Secretary of State, changing its name to Johns Creek Arts Center, Inc.; and

**WHEREAS**, on July 1, 2024, Johns Creek Arts Center, Inc. rebranded as The Art Center Inc. and filed a Certificate of Amendment with the Georgia Secretary of State, formally changing its name to The Art Center Inc. (hereinafter referred to as “TAC”); and

**WHEREAS**, the Board of Commissioners, through the approval of the County’s budget for 2025 authorizes and designates **\$200,000.00** for TAC to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, TAC guarantees, by and through this Contract, that the funds expended under this Contract will be expended for arts and cultural program delivery purposes consistent with the TAC’s non-profit status, deriving no profit to the organization and that the activities funded are consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder and shall take place within Fulton County, Georgia.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and

for other good and valuable consideration, the parties hereunto agree as follows:

## **1.0 STATEMENT OF WORK**

The County shall provide financial assistance not to exceed the amount of **\$200,000.00** to TAC for the operation and management of the current arts and culture programs based at 6290 Abbotts Bridge Road, Johns Creek, Georgia 30097 and expanded operational programming to promote awareness and appreciation of the arts. TAC will perform the services in accordance with Attachment “A” of this Contract, "Scope of Work", attached hereto and made a part hereof.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to TAC per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

TAC shall submit all necessary documentation to FCDAC as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within FCDAC through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

## **3.0 TERM OF CONTRACT**

Unless terminated by mutual Contract, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2025, unless otherwise extended in writing or terminated by the County. However, unless good cause is shown, should TAC not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

TAC further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment “B.”

## **4.0 TERMINATION/SUSPENSION OF CONTRACT**

### **4.1 TERMINATION OF CONTRACT FOR CAUSE**

Either the County or TAC may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for

such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Contract shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, TAC will be compensated by the County for expenses deemed by the County to be due and reasonable.

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

#### **4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to TAC.

#### **4.3 SUSPENSION**

The County may by written notice to TAC, suspend the use of County funds where it is determined that any portion of work or services for which County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment “A”. Upon receipt of a suspension notice, TAC must:

- 1) Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of a notice to resume suspended services, TAC will immediately resume performance under this Contract as required in the notice.

#### **5.0 RECORDS, REPORTS AND AUDITS**

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

submit detailed reports on the progress made and services provided during the course of this program. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director, FCDAC. Two copies of the report shall be included in each submission.

## **6.0 INSPECTION OF FILES AND RECORDS**

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

## **7.0 REVERSION OF ASSETS & EQUIPMENT**

Upon expiration or termination of this Contract, TAC shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that TAC should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of TAC without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning the services funded under this Contract, TAC agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

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

## **10.0 CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has

exercised any functions or responsibilities with respect to the County-assisted activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

## **11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION**

### **11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

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

## **12.0 HOLD HARMLESS/ INDEMNIFICATION**

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

## **13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

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

In the event of any material change or modification in TAC's Contract or any contract with any other funding source during the course of this Contract, TAC shall immediately notify the FCDAC of such change. Nothing herein shall preclude TAC to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

#### **14.0 NO THIRD-PARTY BENEFICIARY**

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than TAC and the County.

#### **15.0 GOVERNING LAW**

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

#### **16.0 NOTICES**

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

**To Fulton County:**

Fulton County Department of Arts and Culture  
141 Pryor Street, Suite 2030  
Atlanta, Georgia 30303

**Copy to:**

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

**To The Arts Center, Inc.:**

6290 Abbotts Bridge Road, #700  
Johns Creek, GA 30097

**[SIGNATURES ON THE FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, each party attests that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the\_\_\_\_day of\_\_\_\_\_, 2025.

**The Art Center Inc.**

Attest:

\_\_\_\_\_  
Nilendra Chanda, Board President  
The Art Center Inc

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Executive Director  
Title

(Seal)

**Fulton County, Georgia**

Attest:

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Board of Commissioners

\_\_\_\_\_  
Tonya R. Grier,  
Clerk to the Commission (Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
David Manuel, Director  
Department of Arts & Culture

\_\_\_\_\_  
Office of the County Attorney

**ATTACHMENT “A”  
SCOPE OF WORK  
THE ART CENTER INC**

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND (\$200,000.00) allocated to The Art Center Inc. (“TAC”), TAC agrees to provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at [fulton.dullestech.net](http://fulton.dullestech.net):**

**A. Program Administration and Evaluation**

1. TAC agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. TAC agrees to direct day-to-day supervision of the management of THE ART CENTER, INC. and will operate at least 30 hours per week, with a responsible person to be located on site during operational hours.
3. TAC agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote arts education, cultural education and activities and community arts outreach for the benefit of the public.
4. TAC agrees to provide the FCDAC with:
  - A. Copy of TAC’s 2025 Work Plan, including program service goals and objectives;
  - B. Copy schedule of 2025 programs and special events and the numbers of expected participants;
  - C. Copy of Year End Financial Statement for 2023 & 2024
  - D. Copy of Certificate of Insurance, as described in “Attachment B”; and
  - E. Copy certifying TAC’s 501(c)(3) status.
  - F. Copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts FCDAC’s awards management system.
5. By the tenth (10<sup>th</sup>) day of each month during the term of this Contract, TAC agrees to provide FCDAC with:
  - A. Monthly attendance report for each arts and culture program or event held beginning January 1 through December 31, 2025; and
  - B. Number of arts instructors, program volunteers and number of volunteer hours donated for arts and cultural programs and activities for the prior month and deliverable on a rolling basis. January through December 2025 reports are due the following month by the tenth (10<sup>th</sup>) business day by uploading to FCDAC’s awards management system.

**B. Recognition of Support Requirements**

1. Logo and Credit Requirements

TAC will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described above.

## 2. Logo and Credit Line Usage

TAC must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- I. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- II. Adhere to the "Fulton County Logo 2025, Usage Guidelines."
- III. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- IV. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

TAC agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## C. Fulton County Support Recognition

TAC agrees to recognize the support of the County through the FCDAC Contracts for Services Program by complying with the following requirements:

When TAC lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, TAC agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

TAC agrees that recognition of Fulton County and the above-mentioned logo and credit

line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.

When the County is the single largest supporter of TAC's programs, TAC agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.

TAC agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.

TAC agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

#### **D. Verbal Acknowledgment**

TAC agrees to give verbal acknowledgment to Fulton County by using the credit line listed in above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

#### **E. Recognition Requirements for Partners Receiving \$50,000 or More**

In addition to the logo and credit requirements as described above, when the County provides funds greater than \$50,000, TAC is required to:

Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.

In consultation with the FCDAC Director and staff, TAC must develop and implement a strategy to create a unique recognition event to acknowledge the County's support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period. A minimum of thirty (30) days' notice to secure the participation of FCDAC representatives is required.

Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract.

#### **F. Evidence of Recognition**

TAC will be required to provide evidence of compliance with the requirements above by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described above. Failure to comply with these requirements may result in forfeiture of the balance of the total

amount of the Contract for Services at the point that non-compliance is identified by the staff of Fulton County and TAC may not receive funding in the next three (3) FCDAC Contracts for Services contract cycles.

**G. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined above shall be sent to FCDAC Director, FCDAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCDAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to TAC at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

**H. Contract funding will be paid out in one disbursement.**

## **ATTACHMENT “B”**

### **INSURANCE AND LIABILITY**

TAC shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from TAC, Inc. under this Contract.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

#### **Comprehensive General Liability**

- |    |  |           |
|----|--|-----------|
| 1. | Bodily Injury (each occurrence and annual aggregate)   | \$500,000 |
| 2. | Property damage (each occurrence and annual aggregate) | \$500,000 |
| 3. | Personal injury (each occurrence and annual aggregate) | \$500,000 |

#### **Automobile Liability**

- |    |                                   |           |
|----|-----------------------------------|-----------|
| 1. | Bodily injury (each occurrence)   | \$500,000 |
| 2. | Property damage (each occurrence) | \$100,000 |







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0308

Meeting Date: 4/16/2025

### Department

Arts and Culture

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

Request approval of a contract between Fulton County, Georgia and The National Black Arts Festival, Inc., a Georgia non-profit corporation, for the purpose of providing funding in the amount of \$200,000.00 to provide expanded operational resources as well as educational and arts-related services to the citizens of Fulton County. The term of the contract is effective upon execution through December 31, 2025.

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

Pursuant to Fulton County Code Section 1-117, O.C.G.A. § 36-1-19.1, and O.C.G.A. § 36-10-1, the Board of Commissioners has exclusive jurisdiction over its affairs and may make charitable contributions in the form of contracts for services, with such contracts to be in writing and spread on the minutes.

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

Arts and Libraries

### Commission Districts Affected

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

### Is this a purchasing item?

No

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

**Scope of Work:** The Department of Arts & Culture recommends the approval of this contract with the National Black Arts Festival, Inc. a Georgia non-profit organization that provides arts programming for the benefit of Fulton County citizens and visitors. Scheduled arts programming and arts educational services will

be conducted targeting service delivery designed to promote awareness and appreciation of the arts. The National Black Arts Festival's staff will develop arts programs and arts education activities

**Community Impact:** Artistic services are provided on a scheduled basis for the benefit of Fulton County citizens and visitors.

**Department Recommendation:** Approval of the contract between Fulton County and the National Black Arts Festival in the amount of \$200,000 for arts programs and arts education services upon execution through December 31, 2025

**Project Implications:** Ensure community education and participation in artistic matters throughout Fulton County

**Community Issues/Concerns:** : No issues/concerns have been raised by constituents or clients concerning this agenda item.

**Department Issues/Concerns:** No department concerns have been identified.

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

100-181-1810-4104: General Fund, Arts and Culture, The National Black Arts Festival - \$200,000

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA AND  
NATIONAL BLACK ARTS FESTIVAL, INC.**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and NATIONAL BLACK ARTS FESTIVAL, INC. located at 1429 Fairmont Ave., NW, Suite J, Atlanta, Georgia 30318 (hereinafter referred to as “NBAF”).

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Fulton County Department of Arts & Culture (“FCDAC”) has determined a need for arts and related services in Fulton County; and

**WHEREAS**, Fulton County, through its FCDAC, has determined that these services can best be performed by a non-profit, tax exempt 501(c)(3) entity under a contract (“Contract”); and

**WHEREAS**, NBAF is a non-profit, tax exempt 501(c)(3) organization that has a mission to connect people, the arts, and related services being funded under this Contract; and

**WHEREAS**, the Board of Commissioners, through the approval of Fulton County’s budget for 2025, authorized and designated **\$200,000.00** to the NBAF to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, NBAF shall expend the funds under this Contract for arts programming and arts educational services consistent with its mission and non-profit status only, deriving no profit to the organization and on activities consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder and such activities shall take place within Fulton County.

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

**1.0 STATEMENT OF WORK**

Fulton County shall provide financial assistance in an amount not to exceed **\$200,000.00** to NBAF to provide expanded operational resources to promote awareness and appreciation of the arts through programs and related activities in Fulton County.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to NBAF per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

Such payments shall be made upon execution of this Contract in one lump sum.

NBAF shall submit all necessary documentation to FCDAC as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within FCDAC through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

## **3.0 TERM OF CONTRACT**

Unless terminated by mutual Contract, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2025, unless otherwise extended in writing or terminated by Fulton County. However, unless good cause is shown, should NBAF not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to Fulton County.

## **4.0 TERMINATION/SUSPENSION OF CONTRACT**

### **4.1 TERMINATION OF CONTRACT FOR CAUSE**

Either Fulton County or NBAF may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Contract shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, NBAF will be compensated by Fulton County for expenses deemed by Fulton County to be due and reasonable. Notice of termination shall be delivered by hand-delivery or certified mail with receipt for delivery returned to the sender.

### **4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, Fulton County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to NBAF.

### **4.3 SUSPENSION**

Fulton County may by written notice to NBAF, suspend the use of Fulton County funds where it is determined that any portion of work or services for which Fulton County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment “A”. Upon receipt of a suspension notice, NBAF must:

- 1) Immediately take corrective measures and provide proof to Fulton County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of a notice to resume suspended services, NBAF will immediately resume performance under this Contract as required in the notice.

### **5.0 RECORDS, REPORTS AND AUDITS**

NBAF shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by Fulton County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to Fulton County or its representative(s), and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by Fulton County. NBAF's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and Fulton County laws, rules and regulations. Further, NBAF shall submit detailed reports on the progress made and services provided during the course of this program. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director of FCDAC. Two copies of the report shall be included in each submission.

### **6.0 INSPECTION OF FILES AND RECORDS**

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

### **7.0 REVERSION OF ASSETS & EQUIPMENT**

Upon expiration or termination of this Contract, NBAF shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to



the use of County funds.

Further, in the event that NBAF should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of NBAF without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning the services funded under this Contract, NBAF agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

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

## **10.0 CONFLICT OF INTEREST**

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

## **11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION**

### **11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

NBAF shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act, as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; The American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discriminate on the ground of race, color, religion, sex,

age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Contract.

## **12.0 HOLD HARMLESS/ INDEMNIFICATION**

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

## **13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

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

In the event of any material change or modification in NBAF's Contract or any contract with any other funding source during the course of this Contract, NBAF shall immediately notify FCDAC of such change. Nothing herein shall preclude NBAF to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

## **14.0 NO THIRD-PARTY BENEFICIARY**

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than NBAF and the County.

## **15.0 GOVERNING LAW**

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

## **16.0 NOTICES**

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

**To Fulton County:**

Fulton County Department of Arts and Culture  
141 Pryor Street, Suite 2030  
Atlanta, Georgia 30303

**Copy to:**

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

**To National Black Arts Festival, Inc.:**

1429 Fairmont Ave., NW, Suite J  
Atlanta, GA 30318

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, each party attest that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**National Black Arts Festival**

Attest:

\_\_\_\_\_  
Tracey Lloyd, Board Chair  
National Black Arts Festival

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Stephanie Owens  
Name

\_\_\_\_\_  
Executive Director  
Title

(Seal)

**Fulton County**

Attest:

\_\_\_\_\_  
Robert L. Pitts, Chair  
Board of Commissioners

\_\_\_\_\_  
Tonya R. Grier,  
Clerk to the Commission(Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
David Manuel, Director  
Department of Arts & Culture

\_\_\_\_\_  
Office of the County Attorney

## **ATTACHMENT “A”**

### **SCOPE OF WORK**

#### **NATIONAL BLACK ARTS FESTIVAL**

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND (\$200,000.00) allocated to NBAF, NBAF agrees to perform services and provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at [fulton.dullestech.net](http://fulton.dullestech.net):**

##### **A. Program Administration and Evaluation**

1. NBAF agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. NBAF agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote arts education, cultural education and activities and community arts outreach for the benefit of the public.
3. NBAF agrees to provide FCDAC with:
  - A. Copy of NBAF’s 2025 Work Plan, including program service goals and objectives;
  - B. Schedule of 2025 programs and special events and the numbers of expected participants;
  - C. Copy of Year End Financial Statement for 2023 or 2024;
  - D. Copy of Certificate of Insurance, as described in “Attachment B”; and
  - E. Copy certifying NBAF501(c) (3) status.
  - F. Copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
4. By the tenth (10<sup>th</sup>) day of each month during the term of this Contract, NBAF agrees to provide FCDAC with:
  - A. Monthly attendance report for each FCDAC program or event held beginning January 1 through December 31, 2025; and
  - B. Number of arts instructors, program volunteers and number of volunteer hours donated for arts and cultural programs and activities for the prior month and deliverable on a rolling basis. January through December 2025 reports are due the following month by the tenth (10<sup>th</sup>) business day
  - C. A final report will be due 30 days after the conclusion of the awards cycle (January 31, 2025)

## **B. Recognition of Support Requirements**

### **1. Logo and Credit Requirements**

NBAF will recognize the support of Fulton County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast, and electronic formats for the contracted services.

### **2. Logo and Credit Line Usage**

NBAF must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- I. The Fulton County logo consists of a tree enclosed by a circle, which includes the words “Fulton County” at the bottom. The image cannot be separated, distorted, or altered in any way.
- II. Adhere to the “Fulton County Logo 2025, Usage Guidelines.”
- III. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- IV. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:  
  
"Major funding for this organization is provided by the Fulton County Board of Commissioners."
- VI. NBAF agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as “Fulton County, Atlanta, Georgia.”

## **C. Fulton County Support Recognition**

NBAF agrees to recognize the support of Fulton County through the FCDAC Contracts for Services Program by complying with the following requirements:

- I. When NBAF lists sponsors and supporters in printed or electronic materials,



included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, NBAF agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

- II. NBAF agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- III. When Fulton County is the single largest supporter of NBAF's programs, NBAF agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- IV. NBAF agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- V. NBAF agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

#### **D. Verbal Acknowledgment**

NBAF agrees to give verbal acknowledgment to Fulton County by using the credit line listed above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

#### **E. Recognition Requirements for Partners Receiving \$50,000 or More**

In addition to the logo and credit requirements as described above, when the amount received from Fulton County is more than \$50,000, NBAF is required to:

Recognize Fulton County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.

In consultation with the FCDAC Director and staff, NBAF must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period. A minimum of thirty (30) days' notice to secure the participation of FCDAC representatives is required.

Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract.

## **F. Evidence of Recognition**

NBAF will be required to provide evidence of compliance with the requirements of Sections B, C, and E above by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described above. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCDAC, and NBAF may not receive funding in the next three (3) FCDAC Contracts for Services contract cycles.

## **G. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCDAC Director, FCDAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCDAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to NBAF at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

## ATTACHMENT “B”

### INSURANCE AND LIABILITY

NBAF shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from NBAF, Inc. under this Contract.

At a minimum, the above-described insurance must include the following elements and limits of coverage.

#### **Comprehensive General Liability**

1.	Bodily Injury (each occurrence and annual aggregate)	\$500,000
2.	Property damage (each occurrence and annual aggregate)	\$500,000
3.	Personal injury (each occurrence and annual aggregate)	\$500,000

#### **Automobile Liability**

1.	Bodily injury (each occurrence)	\$500,000
2.	Property damage (each occurrence)	\$100,000





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0309

Meeting Date: 4/16/2025

### Department

Public Works

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

Request approval to extend an existing contract - Public Works Department, 22ITB136410K-BKJ, Pine Valley Phase 2A Interceptor Sewer Replacement, for "time only" with Wade Coots Company, Inc., (Austell, GA) to provide all labor, material and equipment to remove and replace approximately 4,062 feet of 30" to 48" RCP gravity sewer pipe with 54" HOBAS fiberglass pipe and epoxy coated precast concrete manholes at no additional cost. Effective upon BOC approval through June 30, 2025.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background** The Department of Public Works requests that the BOC approve a second "time only" extension with Wade Coots Company, Inc. (Austell, GA) to provide construction services for the Pine Valley Sewer Replacement Phase 2A project.

**Scope of Work:** The Pine Valley Sewer Replacement Phase 2A project involves supplying all

necessary labor, equipment, and materials for installing 4,062 linear feet of 54-inch Hobas sanitary sewer pipe. The original contract approved by the Board of Commissioners on May 3, 2023 (Agenda No. 23-0313) had a completion date of July 16, 2024. However, design modifications were required as a result of unforeseen site conditions, which included rock and concrete structures encountered in the field. On January 8, 2025, the BOC approved Agenda No. 25-0032 a time-only extension that moved the completion date to March 31, 2025. However, a 2<sup>nd</sup> extension is being requested due to the necessity of blasting rock and the availability of the blasting company. The new completion date will be June 30, 2025.

**Community Impact:** The Pine Valley Sewer Replacement Phase 2A project will increase the capacity of the sewer lines for future flows allowing the community to grow and prevent sanitary sewer spills due to old defective pipes.

**Department Recommendation:** The Department of Public Works recommends approval to extend time only to the existing contract.

**Project Implications:** Without the repair and replacement of the sewer lines, they may fail and cause major spills that will detrimentally impact the environment

**Community Issues/Concerns:** No concerns have been raised to Public Works staff.

**Department Issues/Concerns:** Public Works does not have any concerns or issues.

## Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0313	5/3/2023	\$7,536,975.00
Extension #1 - 90 Day	102-364	7/17/2024	\$750,000.00
Time-only Extension #2	25-0032	1/08/2025	\$ .00
<b>Time-only Extension #3</b>		4/2/2025	\$ .00
Total Revised Amount			\$8,286,975.00

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

**Contract Value:** \$Time Extension

**Prime Vendor:** Wade Coots Company, Inc.  
**Prime Status:** Non-Minority  
**Location:** Austell, GA  
**County:** Cobb County  
**Prime Value:** \$00.00

**Subcontractor:** D &G Boring, Inc.  
**Subcontractor Status:** Non-Minority  
**Location:** Smyrna, GA



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**County:** Cobb County  
**Contract Value:** \$00.00

**Subcontractor:** UWS, Inc.  
**Subcontractor Status:** Non-Minority  
**Location:** Trion, GA  
**County:** Chattooga County  
**Contract Value:** \$00.00

**Subcontractor:** Lori's Transportation  
**Subcontractor Status:** African American Male Business Enterprise  
**Location:** Alpharetta, GA  
**County:** Fulton County  
**Contract Value:** \$00.00

**Subcontractor:** T & J Industries  
**Subcontractor Status:** African American Male Business Enterprise  
**Location:** Stonecrest, GA  
**County:** DeKalb County  
**Contract Value:** \$00.00

**Total Contract Value:** \$Time Extension  
**Total Certified Value:** \$Time Extension

### Exhibits Attached

Exhibit 1: Amendment No. 3 to Form of Contract  
Exhibit 2: Performance Evaluation

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

Roy Barnes, Deputy Director, Public Works 404-612-6317

### Contract Attached

Yes

### Previous Contracts

Yes

### Total Contract Value

**Original Approved Amount:** \$7,536,975.00  
**Previous Adjustments:** \$750,000.00  
**This Request:** \$0.00

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**Agenda Item No.:** 25-0309

**Meeting Date:** 4/16/2025

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**TOTAL:** \$8,286,975.00

### Grant Information Summary

Amount Requested: ☐ Cash  
Match Required: ☐ In-Kind  
Start Date: ☐ Approval to Award  
End Date: ☐ Apply & Accept  
Match Account \$:

### Fiscal Impact / Funding Source

#### Funding Line 1:

203-540-5400-S165: Water & Sewer R & E, Public Works, Misc. Sewer Line Project

Key Contract Terms	
<b>Start Date:</b> 10/15/2024	<b>End Date:</b> 6/30/2025
<b>Cost Adjustment:</b> Click here to enter text.	<b>Renewal/Extension Terms:</b> Ti Extension Only

**Overall Contractor Performance Rating:** 94

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
2/22/2024

**Report Period End:**  
5/21/2024

**EXTENSION NO. 3 TO FORM OF CONTRACT**

Contractor: **Wade Coots Company, Inc**

Contract No.: **22ITB136410K-BKJ, PINE VALLEY PHASE 2A - INTERCEPTOR  
SEWER REPLACEMENT**

Address: **174 Duncan Circle**  
City, State **Hiram, GA 30141 7702060784**

Telephone:

Email: [mark.sutton@wadecootscompany.com](mailto:mark.sutton@wadecootscompany.com)

Contact: **Mark Sutton,  
Project Manager**

**W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with Wade Coots Company, Inc. to provide all labor, material and equipment to remove and replace approximately 4,062 feet of 30" to 48" RCP gravity sewer pipe with 54" HOBAS Fiberglass pipe and epoxy coated precast concrete manholes, dated May 22, 2023, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, from 10/15/2024 through 06/30/2025; and

WHEREAS, the extension is for "time only" to the existing contract to provide all necessary labor, equipment, and materials for installing 4,062 linear feet of 54-inch Hobas sanitary sewer pipe. Design modifications were required as a result of unforeseen site conditions which included rock and concrete structures encountered in the field. The new completion date will be June 30th, 2025; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

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

**NOW, THEREFORE,** the County and the Contractor agree as follows:

This Extension No. 3 to Form of Contract is effective as of the 15<sup>th</sup> day of October 2024 between the County and Wade Coots Company, Inc, who agree that all Services specified will be performed in accordance with this Extension No. 3 to Form of Contract and the Contract Documents, with the contract ending as of the 30<sup>th</sup> of June 2025.

1. **COMPENSATION:** The services to be performed by the Contractor during this Extension No. 3 to Form Contract at no additional cost, as this is a time extension only.
2. **LIABILITY OF COUNTY:** This Extension No. 3 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
3. **EFFECT OF EXTENSION NO. 3 TO FORM OF CONTRACT:** Except as modified by this Extension No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

**WADE COOTS COMPANY, INC.**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
W. Greg Coots,  
Vice President

ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

\_\_\_\_\_  
Notary Public

(Affix County Seal)

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

ITEM#: _____ RM: _____	ITEM#: _____ 2 <sup>ND</sup> RM: _____
<b>REGULAR MEETING</b>	<b>SECOND REGULAR MEETING</b>

## Performance Evaluation Details

<b>ID</b>	E1
<b>Project</b>	Pine Valley Phase 2A - Interceptor Sewer Replacement
<b>Project Number</b>	#22ITB136410K-BKJ
<b>Supplier</b>	Wade Coots Company, Inc
<b>Supplier Project Contact</b>	Mark Sutton (preferred language: English)
<b>Performance Program</b>	Construction Services
<b>Evaluation Period</b>	02/22/2024 to 05/21/2024
<b>Effective Date</b>	07/01/2024
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	07/01/2024 01:55 PM EDT
<b>Completion Date</b>	07/01/2024 01:55 PM EDT
<b>Evaluation Score</b>	94



10/9/2024

### Related Documents

There are no documents associated with this Performance Evaluation



## OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### SCHEDULE

20/20

Rating

**Outstanding:** Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

*Not Specified*

### BUDGET MANAGEMENT

17/20

Rating

**Excellent:** Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

*Not Specified*

### OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

**Outstanding:** Outstanding Construction Project Management that exceeds in all areas.

Comments

*Not Specified*

### COST CONTROL

20/20

Rating

**Outstanding:** Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

*Not Specified*

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

*Not Specified*





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0310

Meeting Date: 4/16/2025

### Department

Behavioral Health and Development Disabilities

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

Request approval to amend an existing contract - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC (C), Fulton County Behavioral Health Network with The Summit Counseling Center, Inc. (Johns Creek, GA) in an amount not to exceed \$433,928.00, to provide School Based Mental Health Services to 28 Fulton County Schools. Effective upon BOC approval.

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

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

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

Health and Human Services

### Commission Districts Affected

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

### Is this a purchasing item?

Yes

**Summary & Background:** This request is to amend the existing contract The Summit Counseling Center, Inc. in order to provide School Based Mental Health Services to 28 Fulton County Schools.

**Scope of Work:** The funding will allow Summit Counseling to continue providing school based mental health services, inclusive of a comprehensive approach including trauma informed care and therapy sessions tailored for individuals, families, and groups. This amended amount will allow

Summit to increase the number of students from 1,000 to 1,200.

**Community Impact:** Provide school based mental health services to individuals within Fulton County School District

**Department Recommendation:** The Department of Behavioral Health and Developmental Disabilities recommends approval.

**Project Implications:** None

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0827	11/2/2022	\$924,054.53
1st Renewal	23-0946	12/20/2023	\$924,054.53
2 <sup>nd</sup> Renewal	24-0737	11/6/2024	\$988,738.35
<b>Amendment No. 1</b>			<b>\$433,928.00</b>
Total Revised Amount			\$3,270,775.41

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

**Contract Value:** \$433,928.00

**Prime Vendor:** The Summit Counseling Center, Inc.

**Prime Status:** Non-Profit

**Location:** Johns Creek, Georgia

**County:** Fulton County

**Prime Value:** \$433,928.00 or 100.00%

**Total Contract Value:** \$433,928.00 or 100.00%

**Total Certified Value:** \$00.00

### Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contract

Exhibit 2: Performance Evaluation

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

Ashley Edwards, Executive Assistant, Behavioral Health & Developmental Disabilities, 404-316-4901

### Contract Attached

No

### Previous Contracts

Yes

### Total Contract Value

Original Approved Amount: \$924,054.53  
Previous Adjustments: \$1,912,792.88  
This Request: \$433,928.00  
TOTAL: \$3,270,775.41

### 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:

100-755-8231-1160: General, BHDD, Professional Services, \$433,928.00

Key Contract Terms	
<b>Start Date:</b> 1/1/2025	<b>End Date:</b> 12/31/2025
<b>Cost Adjustment:</b> \$433,928.00	<b>Renewal/Extension Terms:</b> <a href="#">Click here to enter text.</a>

### Overall Contractor Performance Rating:

The Summit Counseling Center -79

### Would you select/recommend this vendor again?

Yes

**Report Period Start:** 1/1/2025  
**Report Period End:** 12/31/2025

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**Agenda Item No.:** 25-0310

**Meeting Date:** 4/16/2025

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**AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor:       **The Summit Counseling Center**

Contract No.:     **22RFP038A-CJC (C), Fulton County Behavioral Health Network**

Address:           **2750 Old Alabama Road**  
City, State       **Johns Creek, GA 30022**

Telephone:        **678-893-5300**

Email:             **development@summitcounseling.org**

Contact:           **David M. Smith, LPC, CPCS \_\_\_\_\_**  
                      **Executive Director \_\_\_\_\_**

**W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with The Summit Counseling Center, Inc. to provide/perform Behavioral Health Network Services, dated January 1, 2023, on behalf of the Department of Behavioral Health and Developmental Disabilities ; and

WHEREAS, the County wishes to amend the subject contract to increase the spending authority in the amount of \$1,422,666.35 in order to continue to provide School Based Mental Health Services.

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Amendment was approved by the Fulton County Board of Commissioners on \_\_\_\_\_ 25-\_\_\_\_\_.

**NOW, THEREFORE**, the County and the Contractor agree as follows:

This Amendment No. 1 to Form of Contract is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the County and The Summit Counseling Center, Inc, who agree that all Services specified will be performed by in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1.     **SCOPE OF WORK TO BE PERFORMED:** This amended amount will allow Summit to increase the number of students from 1,000 to 1,200.

2. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$433,928.00 (Four Hundred Thirty-Three Thousand Nine Hundred Twenty Eight Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of  
Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
LaTrina Foster, Director  
Behavioral Health, Developmental  
Disabilities & Addictive

CONSULTANT:

**The Summit Counseling Center**

\_\_\_\_\_  
David M. Smith, LPC, CPCS  
Executive Director

ATTEST:

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

## Performance Evaluation Details

<b>ID</b>	E3
<b>Project</b>	Fulton County Behavioral Health Network
<b>Project Number</b>	22RFP038A-CJC (C)
<b>Supplier</b>	The Summit Counseling Center
<b>Supplier Project Contact</b>	David Smith (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	04/01/2024 to 06/30/2024
<b>Effective Date</b>	09/23/2024
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	09/23/2024 04:31 PM EDT
<b>Completion Date</b>	09/23/2024 04:31 PM EDT
<b>Evaluation Score</b>	79

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range  
Outstanding = 90-100%  
Excellent = 80-89%  
Satisfactory = 70-79%  
Needs Improvement = 50-69%  
Unsatisfactory = -50%

### PROJECT MANAGEMENT

17/20

Rating

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

Comments

The contract management and program management staff are knowledgeable, professional and keenly aware of the importance of the contract. Objectives are clearly defined and goals are tracked via the contract's webform platform. Based upon the number of students receiving school-based therapy, the program is expected to exceed the number of students detailed in the contract.

### SCHEDULE

17/20

Rating

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

Comments

Based upon the goals for this funding cycle, projected milestones indicate that the number of students enrolled for therapy will surpass the original number in the contract for this year if the trends continue. Due to the growth in the number of students, more therapists have been hired along with implementation of services with a graduate intern for a period.

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

**Satisfactory:** Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

Reports are typically completed and entered during appropriate times without delays. During the times there may have been delays was due to staff changes and/or additional training on the webform platform. Due to the low number of customer satisfaction surveys that are completed and submitted, it's hard to determine the level of satisfaction from the parents/caregivers of the students being served under the program.

### COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

The staff at Summit Counseling are always cooperative and responsive to any questions or concerns that need to be addressed. BHDD typically will receive a response within 24 hours of receiving a request from the team. If a question or concern arises from Summit's end, they will reach out to BHDD and follow up until the issue is resolved.

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

**Satisfactory:** Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

There are no major issues with contract compliance and if any arise, they are resolved quickly. Under contract compliance, there should always be coverage of each school within the contract with a therapist or therapists. There should be a back- up plan for coverage upon staff turnover at all times.

### GENERAL COMMENTS

Comments

Summit Counseling continues to provide excellent services to students under the BHDD contract to 28 schools in the Fulton County District. The contract is well monitored and issues are resolved almost immediately as they are identified.







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0311

Meeting Date: 4/16/2025

### Department

Public Works

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

Request approval of a Non-Federal Reimbursable Agreement between the Federal Aviation Administration (FAA) and Fulton County to allow the FAA to conduct a siting study and design review of the Runway 08/26 Localizer and MALSR systems in the amount of \$87,181.92. Effective upon execution of the Agreement by both the FAA and Board of Commissioners, via the Chairman. The County Attorney is authorized to approve this Agreement as to form and to make changes thereto prior to execution by the Chairman.

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

Pursuant to GA CONST Art. 9, § 3, ¶ 1 the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment. O.C.G.A. Section 36-10-1, all contracts with the County shall be in writing and spread on its meeting minutes.

### 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:

Fulton County is currently undertaking a runway construction project to place an Engineered Material

Arresting System (EMAS) at each end of runway 8/26. This will require removal and re-installation of the Medium-intensity Approach Lighting System with Runway Alignment Indicator Light (MALSR) light bar stations at the southwest end of the runway and removal and re-installation of the runway 8 Mark 1F localizer located on the northeast end. The MALSR will have to be disassembled before the EMAS is installed and re-assembled. The localizer will also need to be disassembled and re-assembled. The new location of the localizer is not known at this time and will need to be sited in consideration of the new arresting system.

This agreement is for the FAA to perform a siting study and design review of the Runway 08 Localizer and MALSR system. This Agreement requires Fulton County to provide funding of \$87,181.92 to cover the cost of FAA services limited to labor, travel, and expenses required to perform review of the design package, including drawings and specifications, for modification, relocation, or establishment of FAA facilities in support of Fulton County's project. The review will be to ensure conformance to FAA design standards. No FAA furnished equipment or implementation services will be provided under this Agreement. If required, the FAA and Fulton County will enter into a separate agreement to cover the implementation of the project at a future date.

**Community Impact:**

There should be no direct impact to the surrounding community. The siting study will be conducted on property owned by the Fulton County Airport and if relocation of the localizer and MALSR systems are required, they will be relocated to property already owned by the Fulton County Airport.

**Department Recommendation:**

The Department of Public Works recommends approval of the Agreement with the FAA and has properly budgeted the funds necessary as part of the FY25 Airport budget.

**Project Implications:**

Both the runway localizer and MALSR systems are vital for the safe operation of aircraft landing at the airport. Since the runway safety project will require the relocation of these systems, Fulton County must work with the FAA to complete the necessary studies, engineering, and implementation associated with these devices.

A localizer is an antenna array normally located beyond the departure end of the runway and generally consists of several pairs of directional antennas. The localizer allows the aircraft to orient itself with the runway. The MALSR is a medium-intensity approach lighting system installed in airport runway approach zones along a runways extended centerline. MALSRs consist of a combination of steady burning light bars and flashers that provide pilot's visual information on runway alignment, height perception, roll guidance, and horizontal references to support the visual portion of an instrument approach.

**Community Issues/Concerns:** None have been provided to the Department of Public Works.

**Department Issues/Concerns:** The Department of Public Works does not have any issues or concerns with the Agreement. The Agreement has been reviewed by the County Attorney's Office.

**Fiscal Impact / Funding Source**

**Funding Line 1:**

200-540-5601-1160 - Professional Services - \$87,181.92

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**FULTON COUNTY,  
ATLANTA, GEORGIA**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Fulton County (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA and Fulton County.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

- A. The Project Sponsor is undertaking a runway construction project to place Engineered Material Arresting Systems (EMASs) at each end of runway 8/26. This will require removal and re-installation of the Medium-intensity Approach Lighting System with Runway Alignment Indicator Light (MALSR) light bar stations at the southwest end of the runway and removal and re-installation of the runway 8 Mark 1F localizer located on the northeast end. The MALSR will have to be disassembled before the EMAS is installed and re-assembled after. The localizer will also need to be disassembled and re-assembled. The new location of the localizer is not specified and will need to be sited in consideration of the new arresting system. This agreement is for a siting study and design review of the Runway 08 Localizer, and a design review of the Runway 08 MALSR system. This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform review of the

Sponsor provided design package, including drawings and specifications, for modification, relocation, or establishment of FAA facilities in support of the Sponsor's project. Review will be to ensure conformance to FAA design standards. No government furnished equipment or implementation services will be provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to cover the implementation of the project. Therefore, this Agreement is titled:

**Design review and Siting Study for relocation of Runway 08 Mark 1F Localizer, and Design Review for Removal/relocation of Runway 08 MALSR at Fulton County Airport (FTY), Atlanta, Georgia**

B. The FAA will perform the following activities:

1. Complete a siting study to determine location of the Runway 08 Localizer within the context of the sponsor's overall construction design.
2. Provide guidance, technical assistance and review the Sponsor's design drawings and specifications for relocation of the Runway 08 Localizer and Runway 08 MALSR light stations.
3. Provide guidance, technical assistance and review the Sponsor's design drawings and specifications for cabling of power and communications to the relocated MALSR and 08 Localizer.

C. The Sponsor will perform the following activities:

1. Provide construction drawings and specifications that comply with the FAA CAEG Standards and current FAA design criteria.

D. This agreement is in whole or in part funded with funding from an AIP grant ☐ Yes ☐ No. If Yes, the grant date is: \_\_\_\_\_ and the grant number is: \_\_\_\_\_. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

**ARTICLE 4. Points of Contact**

A. FAA:

1. The FAA Eastern Service Area, Planning and Requirements will provide administrative oversight of this Agreement. Timothy Arch is the Lead Planner and liaison with the Sponsor and can be reached at (404) 305-7181 or via email at [timothy.arch@faa.gov](mailto:timothy.arch@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA Eastern Service Area, NAVAIDS Engineering Center will perform the scope of work included in this Agreement. Matthew Herlihy is the NAVAIDS Engineering Center Manager and liaison with the Sponsor and can be reached at (404) 305-7264 or via email at [matthew.herlihy@faa.gov](mailto:matthew.herlihy@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Brad Logan who can be reached at (817) 222-4395 or via email at [brad.logan@faa.gov](mailto:brad.logan@faa.gov).

**B. Sponsor:**

David E. Clark, P.E.  
Director of Public Works  
Fulton County  
141 Pryor Street, SW Suite 6001  
Atlanta, GA 30303  
[david.clark@fultoncountyga.gov](mailto:david.clark@fultoncountyga.gov)  
404-612-2804

**ARTICLE 5. Non-Interference with Operations**

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

**ARTICLE 6. Property Transfer**

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all



operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

#### **ARTICLE 7. Estimated Costs**

The estimated FAA costs associated with this Agreement are as follows:

<b>DESCRIPTION OF REIMBURSABLE ITEM</b>	<b>ESTIMATED COST</b>
<b>Labor</b>	
WB4020 Engineering	\$72,320.00
Labor Subtotal	\$72,320.00
Labor Overhead	\$14,377.22
<b>Total Labor</b>	<b>\$86,697.22</b>
<b>Non-Labor</b>	
WB4020 Engineering	\$448.80
Non-Labor Subtotal	\$448.80
Non-Labor Overhead	\$35.90
<b>Total Non-Labor</b>	<b>\$484.70</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$87,181.92</b>

#### **ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

#### **ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the

FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration  
Reimbursable Receipts Team  
800 Independence Ave S.W.  
Attn: Rm 612A  
Washington D.C. 20591  
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

David E. Clark, P.E.  
Director of Public Works  
Fulton County  
141 Pryor Street, SW Suite 6001  
Atlanta, GA 30303  
[David.Clark@fultoncountygga.gov](mailto:David.Clark@fultoncountygga.gov)  
404.612.2804

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also

provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA or sponsor that results in additional costs as a result of the claim, each party shall only be liable for payment of that portion of the costs that result from the negligent actions or omissions of their own agents, officers, and employees, whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Amendments**

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

#### **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

#### **ARTICLE 12. Order of Precedence**

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

### **ARTICLE 13. Legal Authority**

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

### **ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

### **ARTICLE 15. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

### **ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. Sponsor may self-fund its insurance obligations. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

### **ARTICLE 17. Limitation of Liability**

It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party arising out of the activities described in this Agreement or that stems from any matter arising out of any act or omission by the parties in connection to the performance of this Agreement, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments

resulting from the negligent actions or omissions of its own agents, officers, and employees. However, nothing herein shall be construed as a waiver of any party's sovereign immunity or the immunities available to the officials, officers, and employees of any party. To the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. Neither the FAA nor the sponsor assume liability for any losses arising out of any action or inaction by the other party, its employees, or contractors, or any third party acting on the other party's behalf. In no event will the FAA or sponsor be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

#### **ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

#### **ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

#### **ARTICLE 20. Security**

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

#### **ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. The FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

**AGREED:**

**FEDERAL AVIATION  
ADMINISTRATION**

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE Contracting Officer  
DATE \_\_\_\_\_

**FULTON COUNTY**

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

**ATTEST:**

By: \_\_\_\_\_  
Tonya R. Grier  
Clerk of the Commission

Approved as to Form:

By: \_\_\_\_\_  
Office of the Fulton County Attorney







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0312

Meeting Date: 4/16/2025

### Department

Sheriff

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

Request approval of the 2025 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County Sheriff Office, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.

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

OCGA §36.10.1 requires all contracts be approved by the Board and entered into the official minutes.

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

Justice and Safety

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

**Summary & Background** This annually certified agreement between the Federal Government and Fulton County sets forth requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, and proceeds, which are shared with participating law enforcement agencies.

The Department of Justice funds the Equitable Sharing program by which local governments receive an allocation of seizures, confiscations, and other law enforcement activities in which the Fulton County Sheriff's Office has had a cooperative or collaborative role. These funds can be utilized for training, communications, equipment, ammunition, and other allowable law enforcement activities.

During 2024 reporting, the Sheriff's Office spent \$3,582.00.

This annual information return shows the revenue receipts from the federal government and the local government spending within the restrictions of this program for law enforcement purposes. These transactions are classified within a separate special revenue fund as required under the agreement. During 2024, the Sheriff's Office received \$198,813.46 from the Department of Justice.

**Scope of Work:**

**Community Impact:**

**Department Recommendation:** The Department requests approval

**Project Implications:** Subsequent shared revenues from this program are subject to receipt of signed agreement.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

**History of BOC agenda item: Has this item previously been before the BOC?** no

Exhibits Attached

Equitable Sharing Agreement and Certification Report.



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** GA0600000

**Agency Name:** Fulton County Sheriff's Office

**Type:** Sheriff's Office

**Mailing Address:** 141 Pryor Street Sw, Suite 7001  
Atlanta, GA 30303

**Agency Finance Contact**

**Name:** Jones, Monica

**Phone:** 404-612-5101

**Email:** Monica.Jones@fultoncountyga.gov

**Jurisdiction Finance Contact**

**Name:** Pryor, Kela

**Phone:** 404-612-7603

**Email:** Kela.Pryor@fultoncountyga.gov

**ESAC Preparer**

**Name:** Pryor, Kela

**Phone:** 404-612-7603

**Email:** Kela.Pryor@fultoncountyga.gov

**FY End Date:** 12/31/2024

**Agency FY 2025 Budget:** \$153,787,661.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance	\$20,602.72	\$0.00
2	Equitable Sharing Funds Received	\$198,813.46	\$3,405.16
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$198,813.46	\$3,405.16
7	Equitable Sharing Funds Spent (total of lines a - n)	\$3,582.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$215,834.18	\$3,405.16

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$3,582.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$3,582.00	\$0.00



**Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Support of Community-Based Programs**

Recipient	Justice Funds	

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor****Name:** John Jordan**Company:** Jordan, John J**Phone:** 404-659-3384**Email:** jjordan@pjcgroun.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:



## Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

### Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The



**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

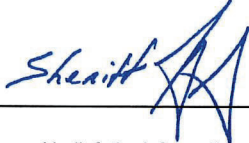
### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ Yes ☒ No

### Agency Head

Name: Labat, Patrick  
Title: Sheriff  
Email: Patrick.Labat@fultoncountyga.gov

Signature:  Date: 3/25/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: PITTS, ROBERT  
Title: Chair, Board of Commissioners  
Email: Robb.Pitts@fultoncountyga.gov

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0216

**Meeting Date:** 4/16/2025

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

Request approval of a Resolution consenting to and ratifying the use of existing Fulton County Ad Valorem Property Tax Increment for three (3) projects located in Westside Tax Allocation District 1 - Atlanta/Westside. The 3 projects include (1) an allocation not to exceed \$260,000.00 to aid in the redevelopment of a multifamily building in the English Avenue neighborhood located at 471 English Avenue, N.W., Atlanta, Georgia 30318; (2) an allocation not to exceed \$3,500,000.00 to aid in the stabilization, historic preservation and conversion of vacant property located at 143 Alabama Street, SW, Atlanta, Georgia 30330; and (3) an allocation not to exceed \$400,000.00 to provide three new construction and one redeveloped single-family homes within the English Avenue and Vine City communities by the Westside Future Fund. **(Barrett) (HELD ON 3/19/25 AND 4/2/25)**

1 **A RESOLUTION CONSENTING TO AND RATIFYING THE USE OF FULTON COUNTY**  
2 **AD VALOREM PROPERTY TAX INCREMENT FOR THREE PROJECTS LOCATED IN**  
3 **WESTSIDE TAX ALLOCATION DISTRICT NUMBER 1 - ATLANTA/WESTSIDE.**

4  
5 **WHEREAS**, pursuant to the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et*  
6 *seq.*, as amended), the City of Atlanta (the “City”), pursuant to Resolution No. 92-R-1575,  
7 adopted by the Atlanta City Council (the “City Council”) on December 7, 1992 and  
8 approved by the Mayor of the City (the “Mayor”) on December 15, 1992, (i) created the  
9 Techwood Park Urban Redevelopment Area and Tax Allocation District Number One -  
10 Atlanta/Techwood Park (the “Techwood Redevelopment Area”), (ii) adopted the  
11 Techwood Park Urban Redevelopment Plan (the “Techwood Redevelopment Plan”), and  
12 (iii) created Tax Allocation District Number One - Atlanta/Techwood Park (the “Techwood  
13 TAD”); and  
14

15 **WHEREAS**, pursuant to Resolution No. 98-R-0777, adopted by the City Council  
16 on July 6, 1998 and approved by the Mayor on July 13, 1998, as amended (the “Westside  
17 Resolution”), the City, among other matters, (i) renamed the Techwood Redevelopment  
18 Area as The Westside Redevelopment Area and Tax Allocation Bond District (Tax  
19 Allocation District Number 1, as Amended - Atlanta/Westside) (the “Westside  
20 Redevelopment Area”), (ii) renamed the Techwood Redevelopment Plan as The  
21 Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District  
22 Number 1, as Amended - Atlanta/Westside) (the “Westside Redevelopment Plan”), (iii)  
23 amended the Techwood TAD and established The Westside Tax Allocation Bond District  
24 Number 1, As Amended - Atlanta/Westside (the “Westside TAD”), and (iv) expanded the  
25 boundaries of the Westside TAD so as to include certain distressed and vacant  
26 properties; and  
27

28 **WHEREAS**, the City appointed The Atlanta Development Authority d/b/a Invest  
29 Atlanta as its redevelopment agent (the “Redevelopment Agent”) pursuant to the  
30 Redevelopment Powers Law for the purpose of implementing the redevelopment  
31 initiatives set forth in the Westside Redevelopment Plan; and  
32

33 **WHEREAS**, pursuant to Resolution No. 98-1452, adopted on November 18, 1998,  
34 as amended by Resolution No. 05-0851 adopted on July 20, 2005, and Resolution No.  
35 08-1010 adopted on December 17, 2008 (collectively, the “County Resolution”), the  
36 Fulton County Board of Commissioners consented to the inclusion of its *ad valorem*  
37 property taxes in the computation of the tax allocation increment for the Westside TAD,  
38 with certain conditions, through December 31, 2038; and  
39

40 **WHEREAS**, pursuant to the County Resolution, projects financed after December  
41 31, 2018 with Fulton County *ad valorem* property tax increment generated within the  
42 Westside TAD shall be subject to review by Fulton County regarding the terms of its  
43 participation in the redevelopment efforts of the Westside TAD; and  
44

45 **WHEREAS**, the Redevelopment Agent has requested that the Fulton County  
46 Board of Commissioners consent to and ratify the use of Fulton County *ad valorem*

property tax increment to fund three projects approved by its Board of Directors, located in the Westside TAD: (i) \$260,000.00 grant to 471 English Avenue, LLC to convert an existing quadraplex into six multifamily housing units to be located at 471 English Avenue, N.W., Atlanta, Georgia 30318; (ii) \$3,500,000.00 grant to Tapestry Development, Inc., to develop a multiphase, multiuse development to include multifamily housing units and commercial retail space to be located at 143 Alabama Street, N.W., Atlanta, Georgia 30303; and (iii) a \$400,000.00 grant to ATL RE Holdings, LLC d/b/a Westside Future Fund, to develop four (4) single-family homes to be located on scattered sites within English Avenue and Vine City communities (collectively the "Projects") as further described in the Resolutions of the Redevelopment Agent and accompanying Fact Sheets attached collectively as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the Fulton County Board of Commissioners finds that it is in the public interest to consent to and ratify the use of Fulton County *ad valorem* property tax increment to fund such projects.

**NOW, THEREFORE, BE IT RESOLVED**, by the Fulton County Board of Commissioners, that the Westside Tax Allocation District grants approved by the Redevelopment Agent on November 21, 2024 and February 20, 2025: (i) a Grant not to exceed Two Hundred Sixty Thousand Dollars (\$260,000.00) to convert an existing quadraplex into six multifamily housing units to be located at 471 English Avenue N.W., Atlanta, Georgia 30318; (ii) a Grant not to exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000.00) to facilitate a multiphase, multiuse development including multifamily housing units and commercial retail space located at 143 Alabama St., NW, Atlanta, Georgia 30303; and (iii) a Grant not to exceed Four Hundred Thousand Dollars (\$400,000.00) to develop four (4) single-family homes on scattered sites within the English Avenue and Vine City communities; all Grants approved by the Redevelopment Agent at its November 21, 2024 and February 20, 2025 Board Meetings, which will ultimately lead to the production of affordable housing in the Westside Tax Allocation District, are hereby ratified, approved, and consented to pursuant to and in accordance with the County Resolution.

**BE IT FURTHER RESOLVED**, that all provisions of the County Resolution shall remain in full force and effect.

**BE IT FURTHER RESOLVED**, that any act consistent with the authority of this Resolution and taken prior to the effective date of this Resolution is hereby ratified and confirmed.

**BE IT FURTHER RESOLVED**, that any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are rescinded to the extent of the conflict only.

**BE IT FINALLY RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.



92       **PASSED AND ADOPTED** by the Fulton County Board of Commissioners, this  
93    \_\_\_\_ day of \_\_\_\_\_, 2025.

94  
95                                   **FULTON COUNTY BOARD OF COMMISSIONERS**

96  
97                                   SPONSORED BY:

98  
99  
100  
101                                   \_\_\_\_\_  
102                                   Dana Barrett, Commissioner  
103                                   (District 3)

104  
105  
106                                   ATTEST:

107  
108  
109  
110                                   \_\_\_\_\_  
111                                   Tonya R. Grier  
112                                   Clerk to the Commission

113  
114    APPROVED AS TO FORM:

115  
116  
117    \_\_\_\_\_  
118    Y. Soo Jo  
119    County Attorney

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT FUND TO 471 ENGLISH AVENUE, LLC IN AN AMOUNT NOT TO EXCEED \$260,000 TO ASSIST IN FUNDING THE RENOVATION AND DEVELOPMENT OF A MULTIFAMILY HOUSING PROJECT KNOWN AS "471 ENGLISH AVENUE", LOCATED AT 471 ENGLISH AVENUE NW, ATLANTA, GEORGIA; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

**WHEREAS**, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

**WHEREAS**, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

**WHEREAS**, 471 English Avenue, a Georgia limited liability company (the "Owner/Developer") or a related entity, intends to convert an existing quadraplex into six multifamily housing units to be located at 471 English Avenue NW, Atlanta, Georgia 30318, (the "Project"); and

**WHEREAS**, Owner/Developer is an English Avenue legacy resident who participated in Invest Atlanta's Westside TAD Community Builders Program; and

**WHEREAS**, the Community Builders Program provided resources for three distinct phases of development: Education/Training, Pre-development, and Construction; and

**WHEREAS**, Owner/Developer successfully completed the first two phases of the Community Builders Program, the project is in a position to commence construction; the final phase of the program; and

**WHEREAS**, the Owner/Developer has applied for a grant from the Westside TAD Fund to assist in financing the renovation/construction of the building; and

**WHEREAS**, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Owner/Developer; and

**WHEREAS**, The Board of Directors of Invest Atlanta now desires to approve a Westside TAD Grant to the Owner/Developer for the Project in an aggregate amount not to exceed Two Hundred Sixty Thousand Dollars and No/100 (\$260,000) (the "Project Allocation").

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority**. This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project**. Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Fund in an amount not to exceed the Project Allocation to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Owner/Developer, or a related entity, which conditions will be outlined in a development agreement or other document from Invest Atlanta to the Owner. If for any reason the closing on the grant of the Project Allocation does not occur within twelve (12) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Owner.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement**. Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Owner, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority**. It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair,

Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed**. It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity**. If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

Section 7. **Conflicts**. All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date**. This Resolution shall take effect immediately upon its passage.

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Adopted and approved this 21st day of November, 2024.

**THE ATLANTA DEVELOPMENT  
AUTHORITY D/B/A INVEST ATLANTA**

By:   
Vice Chair

**Attest:**  
  
Assistant Secretary

[SEAL]

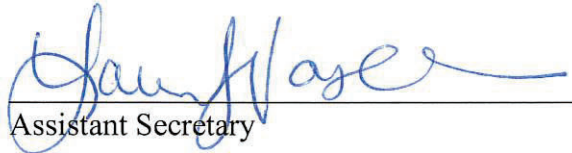


## SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on November 14, 2024, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 21st day of November 2024.

  
Assistant Secretary

[SEAL]





**ATLANTA DEVELOPMENT AUTHORITY**  
**471 English Avenue, NW– Multifamily Development**  
**Approval of Westside TAD Grant**



<b>Summary</b>	To authorize a Westside TAD grant in an amount not to exceed \$260,000 to aid in the redevelopment of a multifamily building in the English Avenue neighborhood.
<b>Funding Source</b>	Westside TAD - Community Builders Program
<b>Location</b>	471 English Avenue, NW Atlanta, GA 30318 <b>Council District: 3 NPU: M APS District: 2</b> <b>Fulton County District: 6</b>
<b>Timeline</b>	12- months Construction Start Date – March 2025
<b>Project Type</b>	Small Multifamily
<b>Affordability Period</b>	15 years
<b>Ownership Entity/ Developer</b>	471 English Avenue, LLC
<b>Description</b>	At completion, the project will convert an existing quadraplex into five units of affordable housing restricted at rents not to exceed 50% AMI and one unrestricted unit. The developer is an English Avenue legacy resident who acquired the property in 2012 and participated in Invest Atlanta's 2017 Westside TAD Community Builders Program. Foundational objectives of the program include building property revitalization capacity from within the neighborhoods of English Avenue and Vine City, providing access to direct development

opportunities, legacy resident retention, increasing access to affordable housing, and providing access to income-generating development opportunities. The program provided resources for three distinct phases of development – education/training, predevelopment, and construction. Having now completed the training and successfully utilized a Community Builder's predevelopment grant, the project is now in a position to request a WTAD grant to assist in financing the renovation of the building.

**Affordability Mix**

AMI	# of Units	Unit Floorplan	Sq.ft.	Max. Rent
<b>5 units @ 50% AMI or below</b>				
50%	1	2BR	700	\$1,210
50%	4	1BR	350	\$1,008
<b>1 Unit - Unrestricted</b>				
--	1	2BR	700	--

**Development Budget**

**Sources**

Construction Debt	\$400,000
Westside TAD Grant	\$260,000
<b>Total Sources</b>	<b>\$660,000</b>

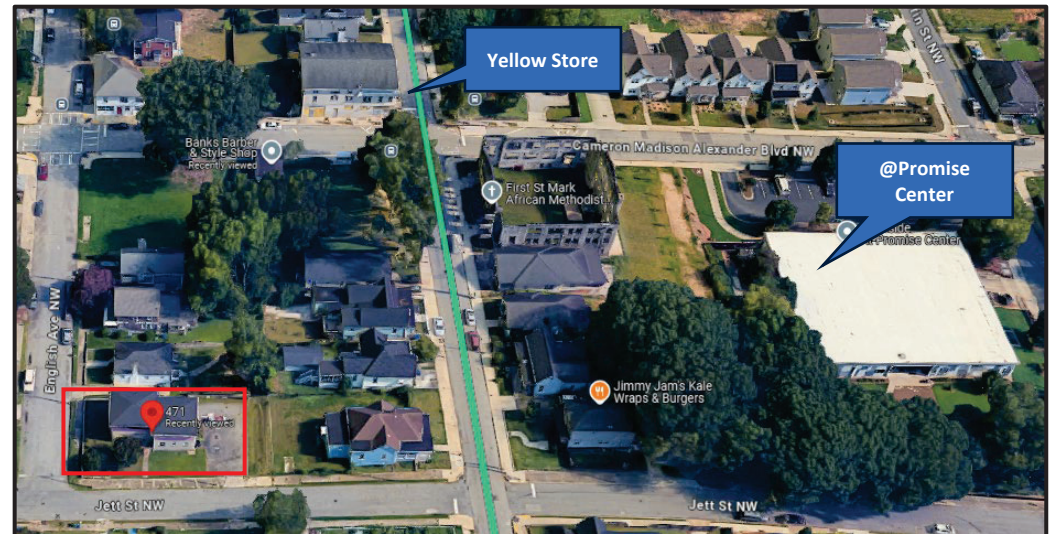
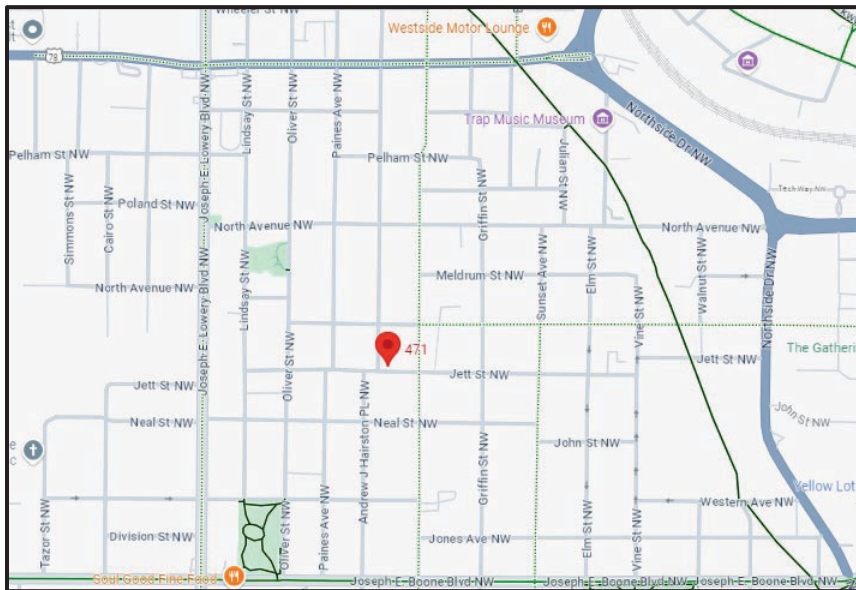
**Uses**

Hard Costs	\$587,652
Contingency	\$46,485
Financing	\$25,863
<b>Total Uses</b>	<b>\$660,000</b>

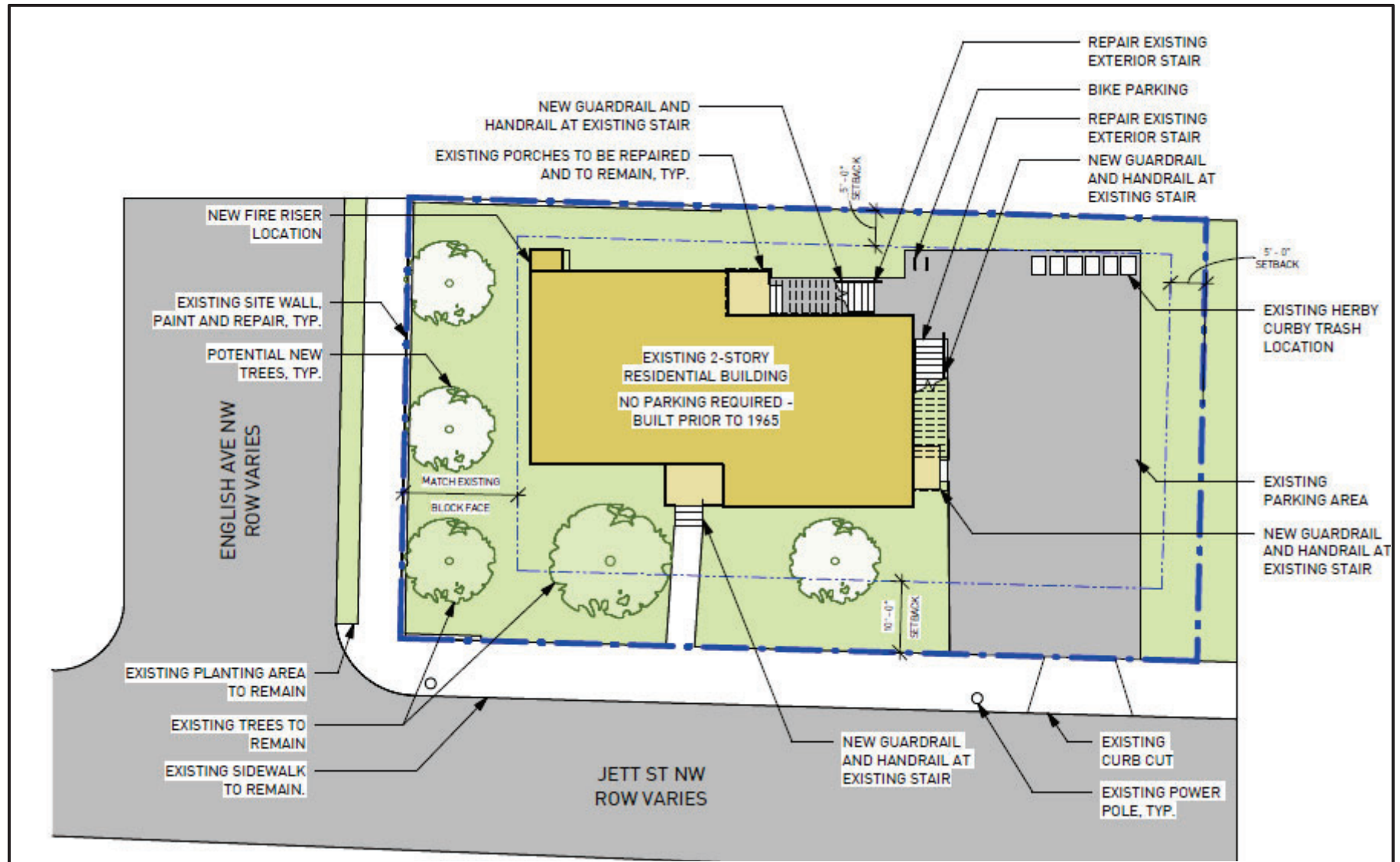
**Relationship  
Summary**

**2017** – Developer was a participant in the Westside Community Builders initiative led by Invest Atlanta.  
**2018** – Developer received a \$12,000 Westside TAD grant to assist with predevelopment costs.

**Project Location Map**



Site Plan



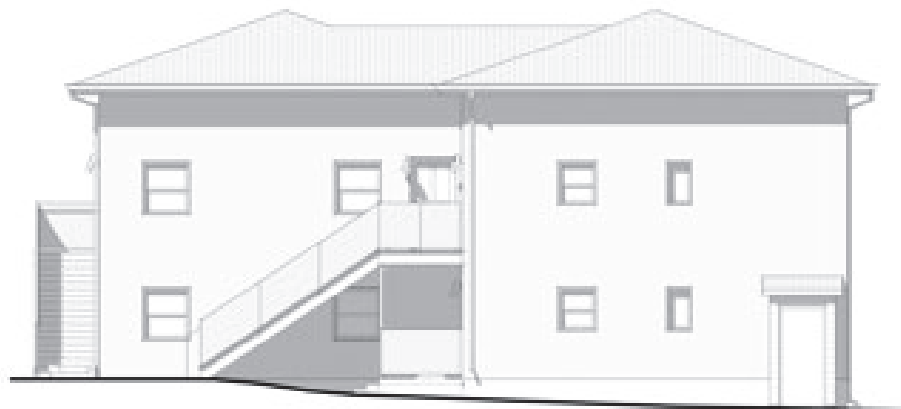
Project Elevations



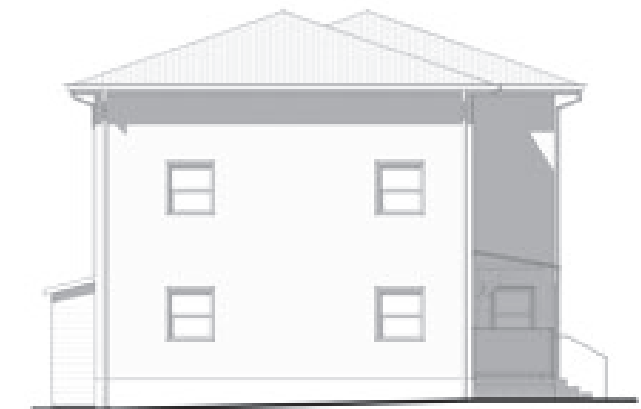
WESTSIDE  
FRONT ELEVATION



WESTSIDE  
SIDE ELEVATION



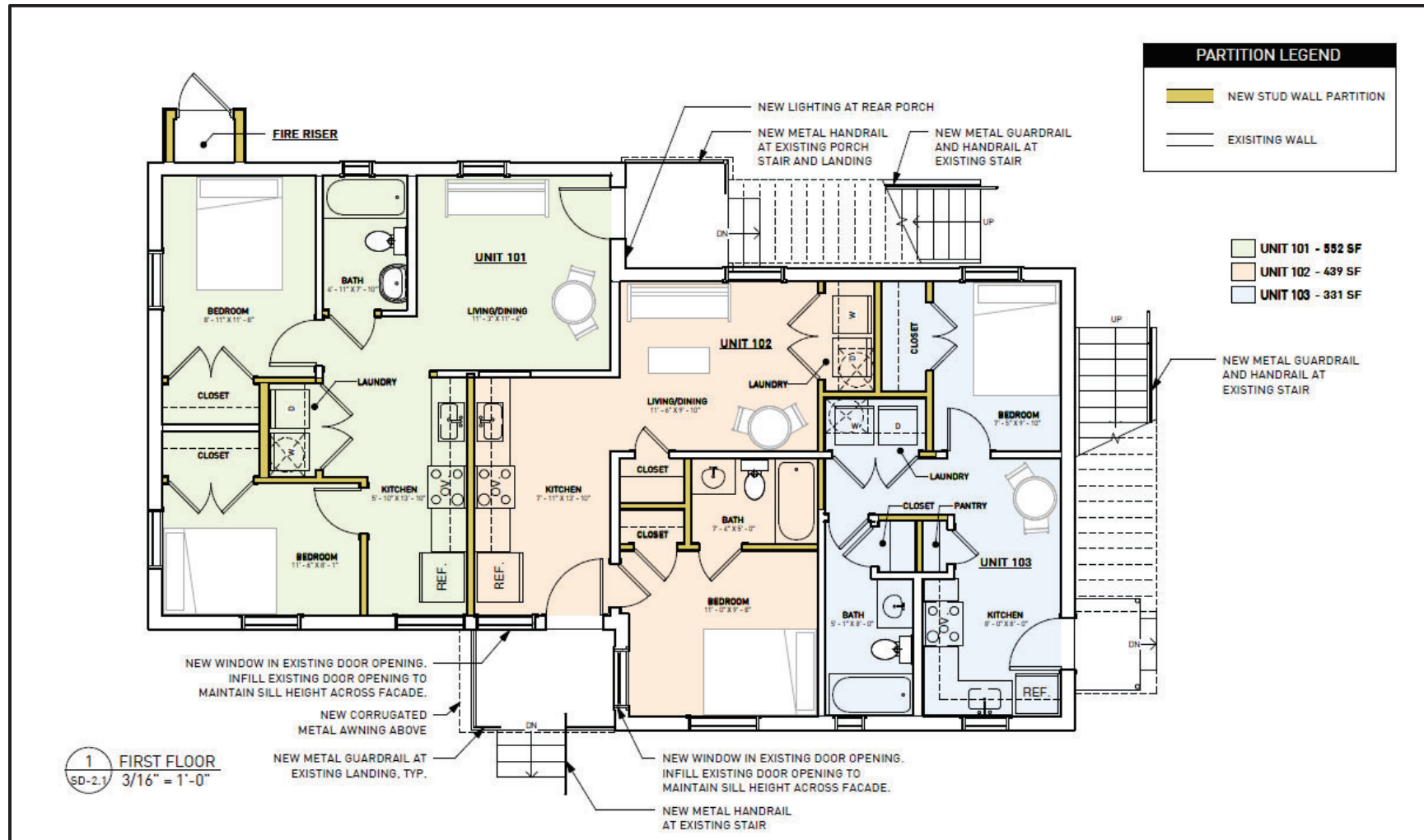
WESTSIDE  
REAR ELEVATION



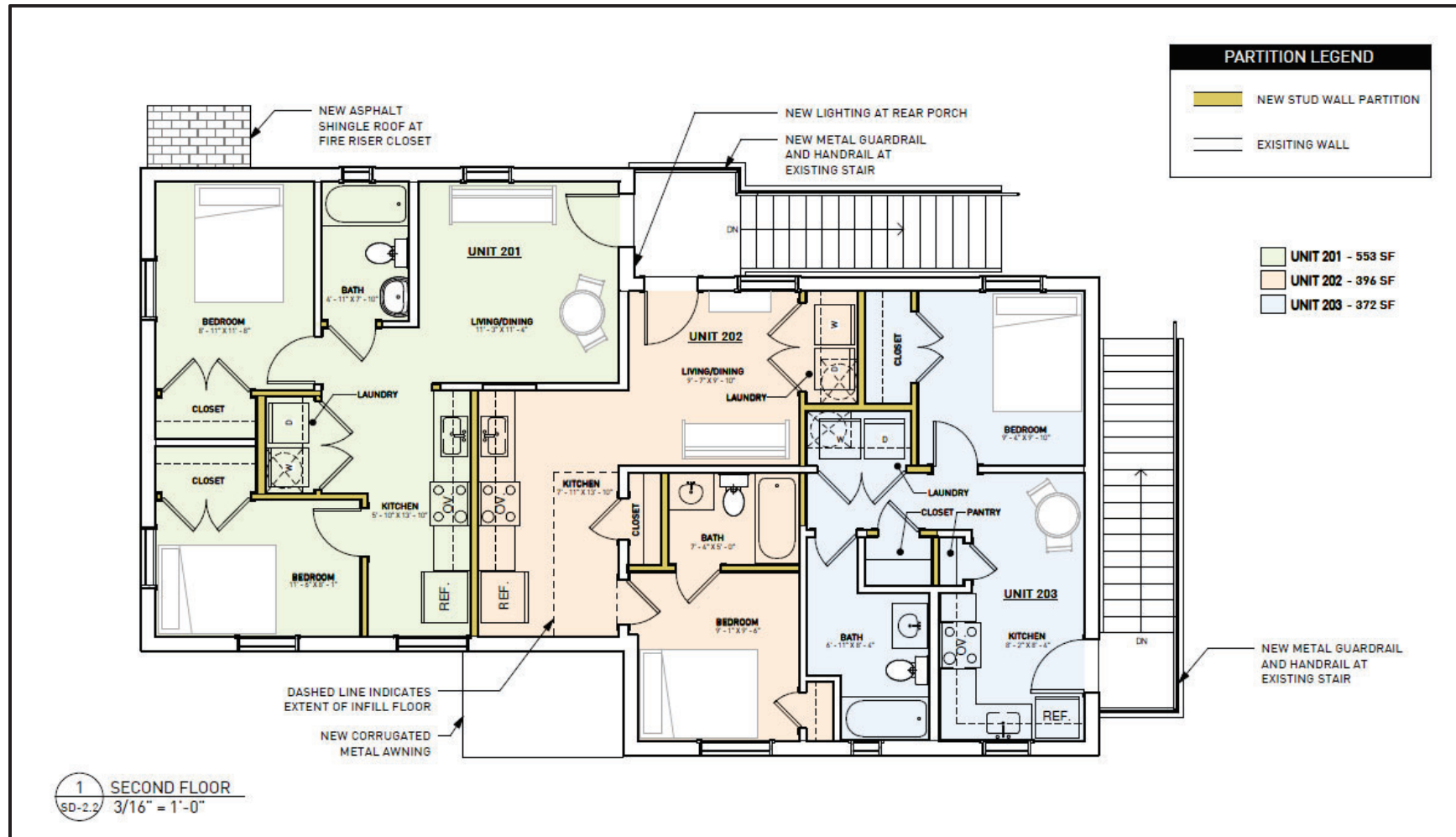
WESTSIDE  
SIDE ELEVATION



Floorplan – First Floor



**Floorplan – Second Floor**





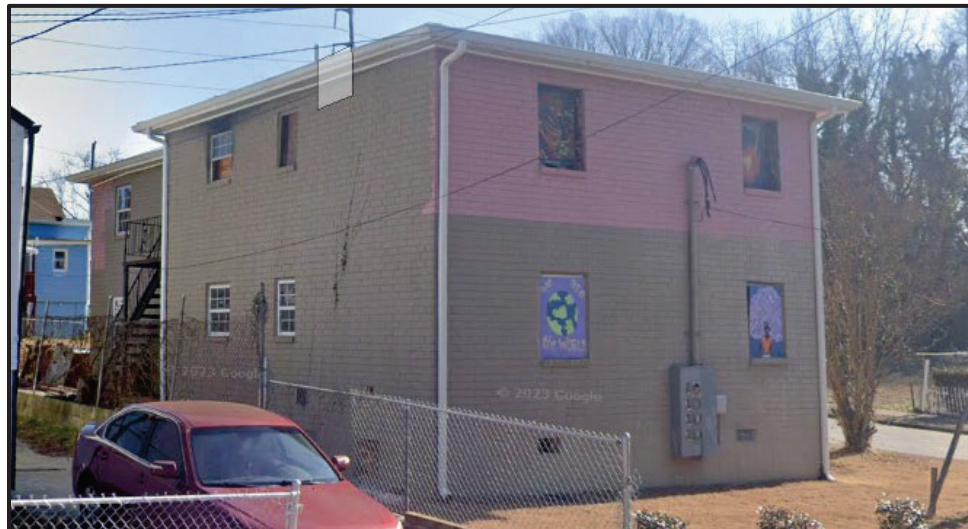
**Existing Photos**



*Front View*



*Side View*



*Side & Rear View*

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING AN ASCENSION GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT TO TAPESTRY DEVELOPMENT, INC., IN AN AMOUNT NOT TO EXCEED \$3,500,000.00 TO ASSIST IN FUNDING THE SITE STABILIZATION, PRESERVATION, AND CONVERSION FOR THE MIXED-USE DEVELOPMENT TO BE KNOWN AS "143 ALABAMA," TO INCLUDE 46 AFFORDABLE MULTIFAMILY UNITS AND COMMERCIAL RETAIL SPACE LOCATED AT 143 ALABAMA ST. NW, ATLANTA, GEORGIA; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

**WHEREAS**, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

**WHEREAS**, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

**WHEREAS**, Tapestry Development, Inc., a Georgia nonprofit corporation (the "Grantee") in collaboration with Gorman & Company, LLC a Wisconsin limited liability company (the "Owner") or a related entity, intends develop a multiphase, multiuse development known as "143 Alabama", to include multifamily housing units and commercial retail space located at 143 Alabama St., NW, Atlanta, Georgia 30303 (the "Project"); and

**WHEREAS**, the Project will include 46 affordable multifamily units, and twenty percent (20%) of the Project gross leasable area will be leased to small and/or local businesses at a twenty (20%) discount to market rent; and



**WHEREAS**, the Board of Directors of Invest Atlanta previously approved Owner as the successful development team and respondent of Invest Atlanta's RFP for redevelopment of the long-vacant 143 Alabama building and adjacent property; and

**WHEREAS**, the Grantee, in collaboration with the Owner, have now applied for a grant from the Westside TAD Fund to provide certain financing for the Project; and

**WHEREAS**, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Grantee; and

**WHEREAS**, the Board of Directors of Invest Atlanta now desires to approve a Westside TAD Grant from the special fund to the Grantee, or a related entity, for the Project in an aggregate amount not to exceed Three Million Five Hundred Thousand Dollars and No/100 (\$3,500,000).

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority.** This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project.** Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Ascension Fund in an amount not to exceed Three Million Five Hundred Thousand Dollars and No/100 (\$3,500,000) (the "Project Allocation") to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Grantee and Owner or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Owner. If for any reason the closing on the grant of the Project Allocation does not occur within twelve (12) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Owner.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement.** Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Owner, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority.** It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of

Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed.** It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity.** If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

Section 7. **Conflicts.** All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date.** This Resolution shall take effect immediately upon its passage.

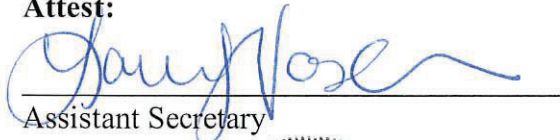
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Adopted and approved this 20<sup>th</sup> Day of February, 2025.

**THE ATLANTA DEVELOPMENT  
AUTHORITY D/B/A INVEST ATLANTA**

By:   
Chair

**Attest:**

  
Assistant Secretary

[SEAL]



## SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on February 20, 2025, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 20<sup>th</sup> Day of February, 2025.

[SEAL]



  
Assistant Secretary



**ATLANTA DEVELOPMENT AUTHORITY**  
**143 Alabama Redevelopment**  
**Approval of Westside TAD Grant**



**Summary**

To approve a grant of up to \$3,500,000 to assist financing the stabilization, preservation, and conversion of the long-vacant 143 Alabama building and surrounding property into 46 affordable housing units and 11,600 sq. ft. of ground floor commercial space in Downtown.

**Funding Source**

Westside TAD Ascension Fund

**Location**

143 Alabama St. SW  
**Council District:** 4    **NPU:** M    **APS District:** 2  
**Fulton County District:** 4

**Type**

Multifamily Mixed-Use

**Grantee**

Tapestry Development, Inc.

**Developer**

Gorman & Company, LLC

**Timeline**

Phase 1A – Stabilization and Clean-up  
 Current - May 2026  
 Phase 1B – Construction  
 Construction Start: August 2026  
 Construction Completion: February 2028

**Affordability Period**

30+ Years

**Unit Mix**

AMI	# of Units	Unit Floorplan	Unit Size	Unit Rental
<b>8 units @ 30% AMI or below</b>				
30%	5	1 BR	700	\$518
	2	2 BR	1000	\$605
	1	3 BR	1200	\$679
<b>21 units @ 50% AMI or below</b>				
50%	10	1 BR	700	\$891
	7	2 BR	1000	\$1,070
	4	3 BR	1200	\$1,242
<b>17 units @ 80% AMI or below</b>				
80%	7	1 BR	700	\$1,370
	8	2 BR	1000	\$1,607
	2	3 BR	1200	\$1,917
<b>Total Units:</b>				<b>46</b>

ATLANTA DEVELOPMENT AUTHORITY  
143 Alabama Redevelopment  
Approval of Westside TAD Grant



DEVELOPMENT BUDGET:

Sources

Construction Loan	\$24,202,876
Westside TAD Grant	\$3,500,000
Federal Tax Credit Equity	\$1,842,566
State Tax Credit Equity	\$1,154,135
Other Debt	\$1,000,000
State Historic Tax Credit Equity	\$985,211
Federal Historic Tax Credit Equity	\$837,429
Deferred Developer Fee	\$1,726,089
<b>Total Construction Sources</b>	<b>\$35,248,306</b>

Federal Tax Credit Equity	\$12,283,772
State Tax Credit Equity	\$7,694,231
State Historic Tax Credit Equity	\$4,926,054
Federal Historic Tax Credit Equity	\$4,187,145
Westside TAD Grant	\$3,500,000
Permanent Debt	\$2,357,478
Developer Fee	\$299,627
<b>Total Permanent Sources</b>	<b>\$35,245,306</b>

Uses

Acquisition	\$3,230,000
Hard Costs	\$22,523,812
Contingency	\$1,935,815
Soft Costs	\$2,329,668
Financing	\$643,482
Interim Expenses	\$2,958,014
Syndication Expenses	\$75,000
Reserves	\$287,515
Developer Fee	\$1,265,000
<b>Total Uses</b>	<b>\$35,248,306</b>

Relationship Summary

**2023-Closed** - Residences at Westview – 60-unit multifamily development. \$700k housing opportunity bond financing.

**2023-Approved** – Hamilton Hills – 35-unit multifamily development. \$700k housing opportunity bond financing.

**2024-Closed** - Residences at Chosewood – 107-unit multifamily development. \$21.8M tax exempt financing and a \$2M Beltline TAD Increment Grant.

**2024-Closed** - Sweet Auburn Grande – 109-unit multifamily development. \$27.2M tax exempt financing and a \$4M Eastside TAD Grant.

## ATLANTA DEVELOPMENT AUTHORITY

### 143 Alabama Redevelopment

#### Approval of Westside TAD Grant



The 95,000 sq. ft. Art Moderne building at 143 Alabama was constructed in 1947. It originally housed the Atlanta Constitution's printing facility until newspaper production stopped in 1953 when the Atlanta Journal and Constitution consolidated and needed more space. After serving as Georgia Power's offices until the early 1970s, the building has largely remained vacant. The City has acquired adjacent parcels from the State of Georgia, MARTA, AFCRA, and other entities to support parking and other ancillary uses for the site.

In October 2024, Gorman & Company (the "Developer") was approved as the successful development team and respondent of Invest Atlanta's RFP for the redevelopment of the 143 Alabama site. The RFP required that the completion of development be conducted in two phases. The first phase mandated the clean-up and stabilization of the structure prior to the commencement of the World Cup in June 2026, and the second phase required the completion of the full development incorporating both residential and commercial components of the project.

The current project calls for two phases – Phase 1A will include clean-up and restoration of the building's exterior and daylighting of the ground floor commercial space before the 2026 World Cup comes to Atlanta. During Phase 1A, the space behind the historic building, called "The Pitch", will be cleared and activated for cultural events. This space will host arts activations and World Cup related events. After the completion of the World Cup, the building's upper floors will be converted to 46 units of affordable residential units (1, 2, and 3 bedrooms) and approximately 11,600 sq. ft. of ground floor commercial space will be built out. Planned amenities for the residential component of the building include community space, a computer center, and an outdoor gathering space.

The building will be carefully preserved, ensuring that downtown Atlanta has a vibrant and unique architectural jewel where residents live and socialize. This deliberate redevelopment effort is expensive and exacting. The Developer has designed the project to maximize federal and state historic tax credits and will submit a 9% low-income housing tax credit application in May 2025. These sources, coupled with the Westside TAD grant, will finally clear the path to completely activate a decades-long vacant building into a signature Transit-Oriented Development in the heart of the city.

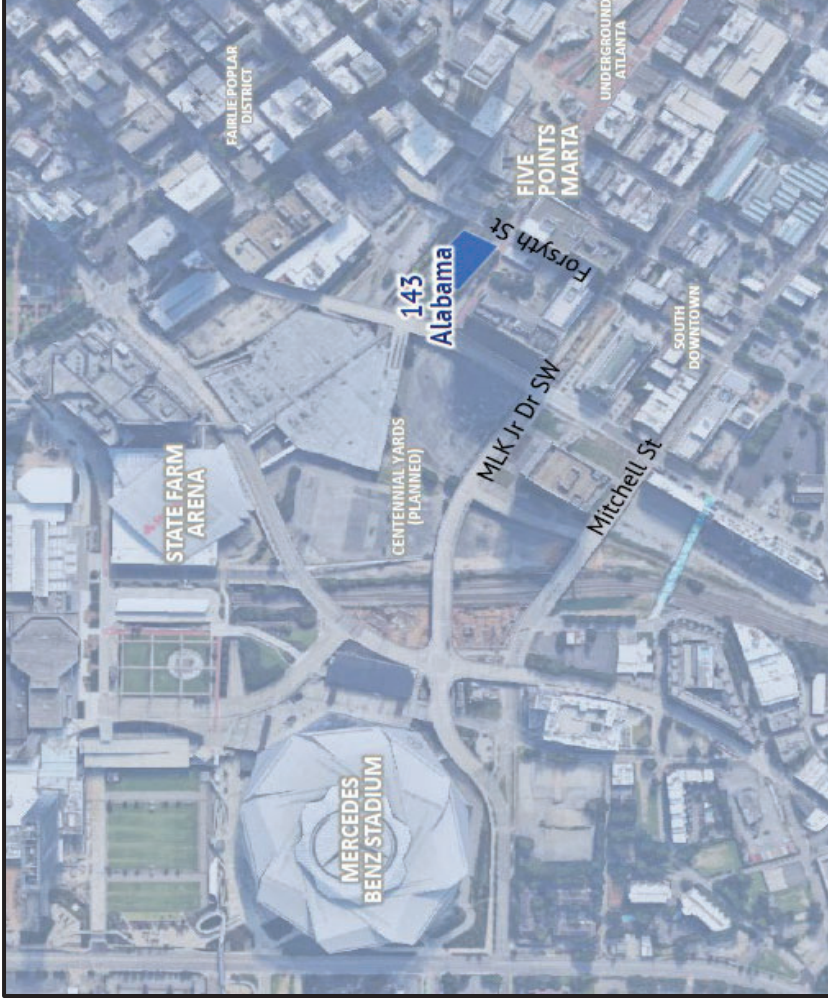
After the complete redevelopment of the 143 Alabama building, the area used as "The Pitch" during the World Cup will become the home of Phase 2 of the project, featuring a 151-unit new construction affordable development. Over the course of the two development phases, the site will feature 197 units (190 of which will be affordable) as well as commercial space.

#### Project Benefits

1. Adaptive reuse and preservation of an historic Atlanta asset to add to the current revitalization efforts occurring in the City's downtown core.
2. New, long-term, and deeply affordable residential units in a dense, mixed-use environment appropriate to the downtown location.
3. Transit-oriented development in the WTAD with connections to MARTA 5 Points Station at two levels facilitating access to local downtown attractions such as Centennial Yards and Underground Atlanta.
4. Facilitate economic mobility and employment opportunities by prioritizing affordable commercial space for local entrepreneurs

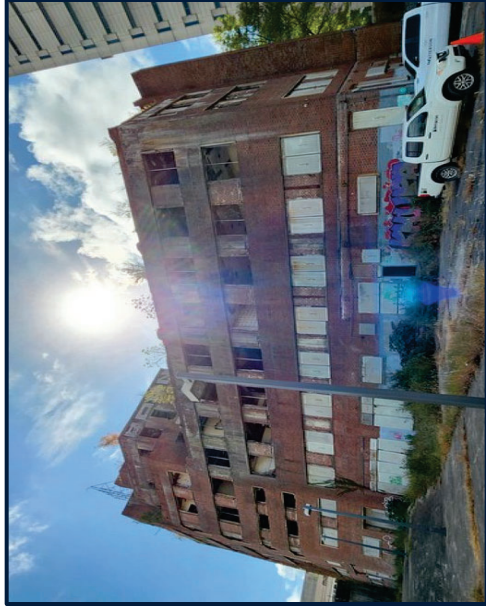
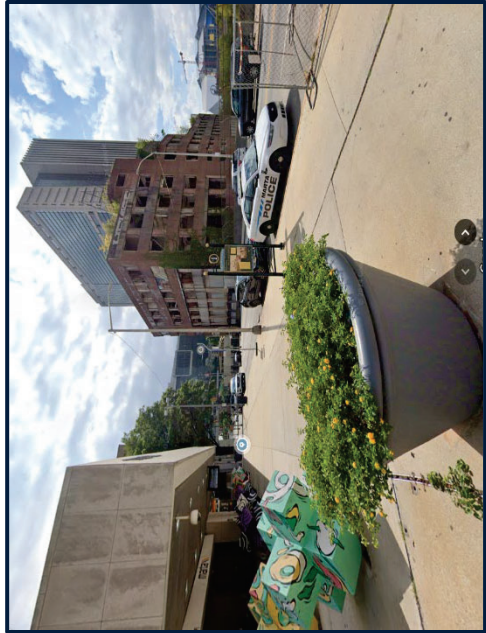
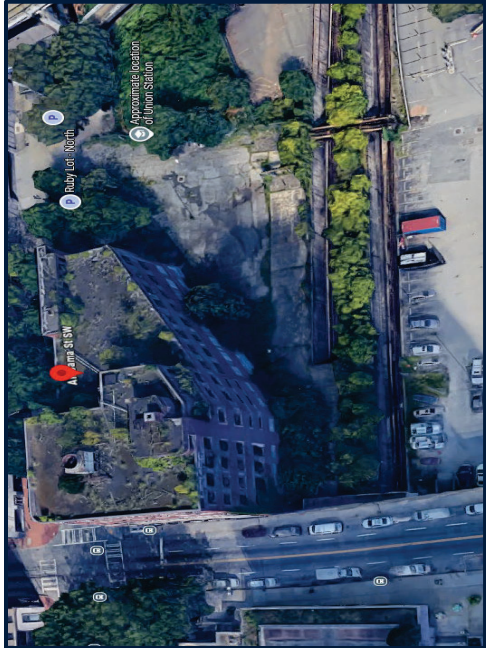
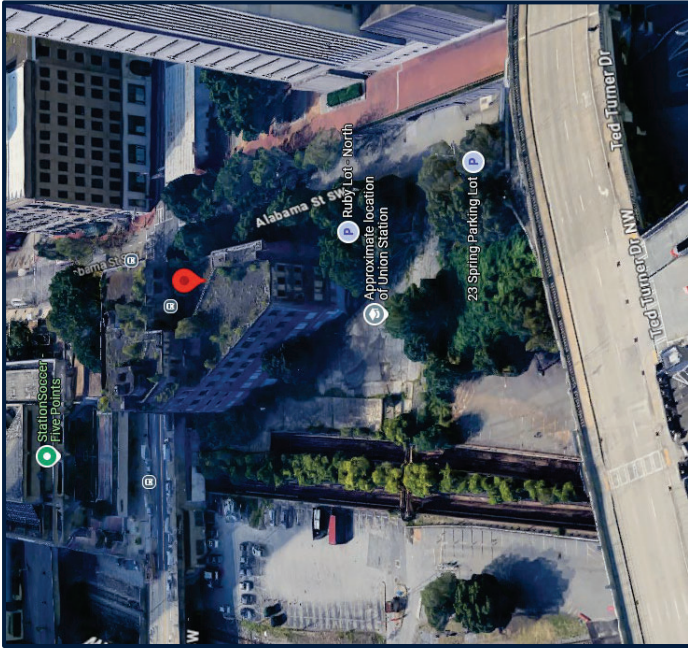


PROJECT LOCATION MAP



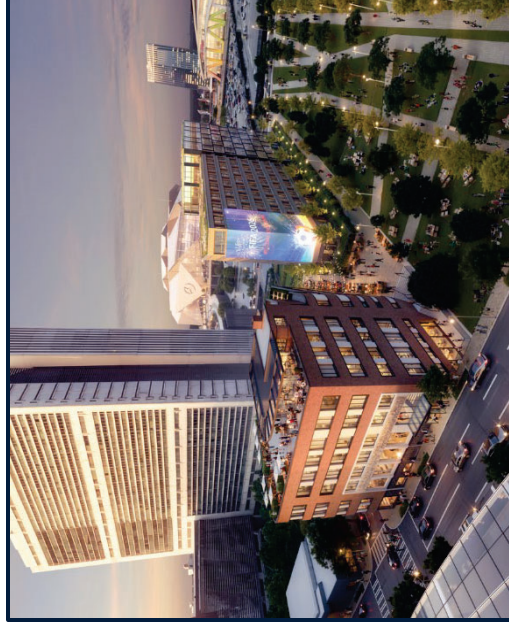
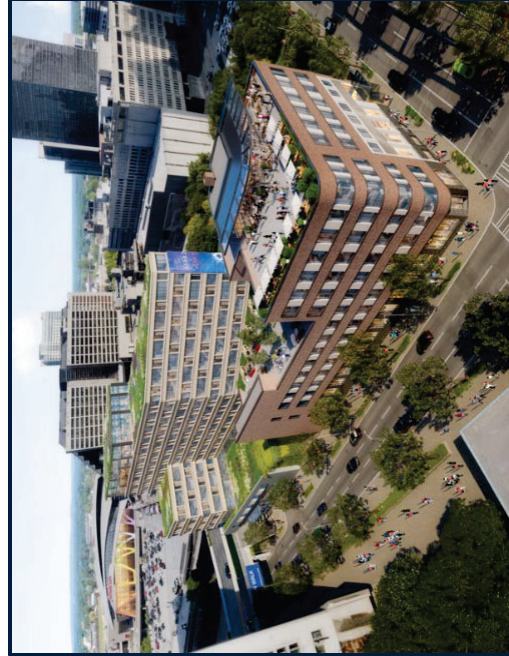
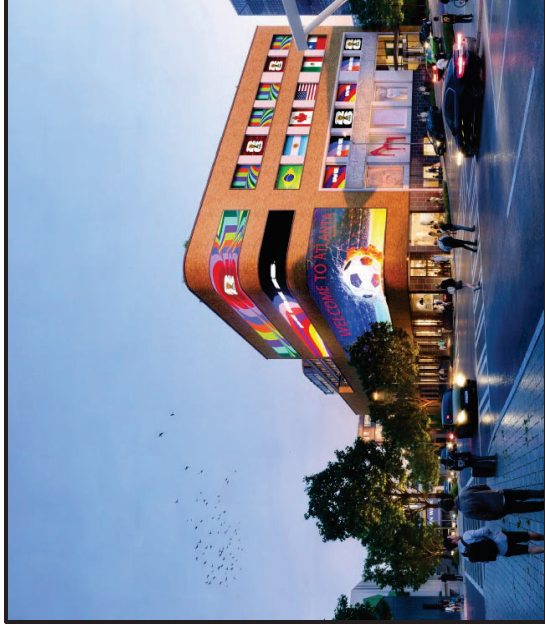
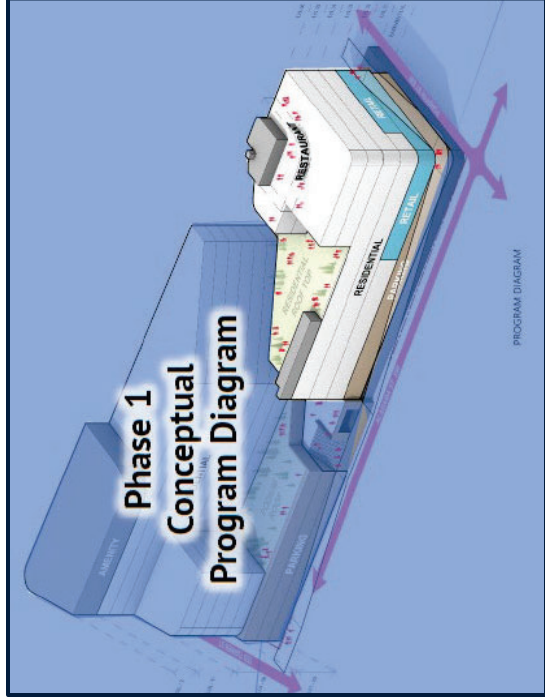


ATLANTA DEVELOPMENT AUTHORITY  
 143 Alabama Redevelopment  
 Approval of Westside TAD Grant





ATLANTA DEVELOPMENT AUTHORITY  
 143 Alabama Redevelopment  
 Approval of Westside TAD Grant





**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT RESURGENS FUND TO ATL RE HOLDINGS, LLC D/B/A WESTSIDE FUTURE FUND IN AN AMOUNT NOT TO EXCEED \$400,000.00 TO SUPPORT THE CONSTRUCTION OF FOUR (4) SINGLE FAMILY HOMES LOCATED ON SCATTERED SITES WITHIN THE ENGLISH AVENUE AND VINE CITY COMMUNITIES; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

**WHEREAS**, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

**WHEREAS**, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

**WHEREAS**, ATL RE Holdings, LLC d/b/a Westside Future Fund, a Georgia limited liability company (the "Developer") or a related entity, intends to develop four (4) single-family homes to be located on scattered sites within the English Avenue and Vine City communities (the "Project"); and

**WHEREAS**, the Developer has applied for a grant from the Westside TAD Resurgens Fund to provide certain gap construction financing for the Project; and

**WHEREAS**, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Developer; and

**WHEREAS**, the Board of Directors of Invest Atlanta, now desires to approve a Westside TAD Grant from the special fund to the Developer for the Project in an aggregate amount not to exceed Four Hundred Thousand Dollars and No/100 (\$400,000.00) (the "Project Allocation").

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority**. This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project**. Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Resurgens Fund in an amount not to exceed the Project Allocation to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Developer, or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Developer. If for any reason the closing on the grant of the Project Allocation does not occur within twelve (12) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Developer.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement**. Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Developer, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority**. It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed**. It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity**. If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

Section 7. **Conflicts**. All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date**. This Resolution shall take effect immediately upon its passage.

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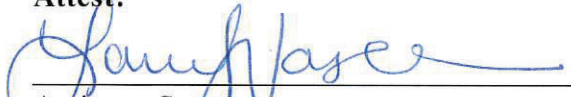
Adopted and approved this 20<sup>th</sup> day of February, 2025.

**THE ATLANTA DEVELOPMENT  
AUTHORITY D/B/A INVEST ATLANTA**

By: 

Chair

**Attest:**

  
Assistant Secretary

[SEAL]



## SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on February 20<sup>th</sup>, 2025, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 20<sup>th</sup> day of February 2025.

[SEAL]



  
Assistant Secretary



# ATLANTA DEVELOPMENT AUTHORITY

## English Avenue Single-Family Scattered Site

### Approval of Westside TAD Resurgens Fund Grant



#### Summary

To authorize a Westside TAD Resurgens Fund grant in an amount not to exceed \$400,000 to provide three new construction and one redeveloped single-family home to be sold and marketed for permanent affordability.

#### Funding Source

Westside TAD Resurgens Fund

#### Location

English Avenue

**Council District:** 3   **NPU:** L   **APS District:** 2  
**Fulton County District:** 6

#### Timeline

12-months  
 Construction Start Date: March 2025

#### Project Type

Single-Family Scattered Site

#### Affordability Period

Permanent Affordability

#### Ownership Entity/ Developer

ATL RE Holdings LLC *d/b/a* Westside Future Fund (WFF)

#### Description

The project seeks to develop four single-family homes in English Avenue. The homes will be marketed to income eligible homebuyers at 80% AMI or below and transferred to the Atlanta Land Trust (ALT) for permanent affordability. The four properties to be developed were awarded to WFF in a 2019 RFP process as part of Invest Atlanta's Westside Property Disposition program. The program was created to remove blight and create homeownership opportunities in English Avenue and Vine City using strategies that provide long-term, permanent affordability. To date, WFF has successfully constructed 22 multifamily and single-family units utilizing assets acquired by Invest Atlanta.

#### Unit mix

AMI	Unit Count	Unit Floorplan	Sq.ft.	Target Sales Price	Max Sales Price
80%	1	3 BR/2 BA	1,480	\$260,000	\$268,320
	1		1,820		
	1		2,037		
80%	1	4 BR/3 BA	2,120	\$280,000	\$299,280
<b>Total:</b>	<b>4</b>				

#### Development Budget

Sources	Total
Construction Debt -WFF Real Estate Investment Fund	\$1,155,783
Westside TAD	\$400,000
<b>Total Sources</b>	<b>\$1,555,783</b>

Uses	Total
Hard Costs	\$1,408,264
Soft Costs	\$94,519
Closing Costs	\$53,000
<b>Total Uses</b>	<b>\$1,555,783</b>



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**Relationship Summary**

**June 2018** – IA ground leased 4 multifamily properties for redevelopment as affordable housing.

**June 2019** – IA ground leased 10 single-family properties for redevelopment.

**July 2021** – IA approved three Westside TAD Resurgens Fund grants (totaling \$1,115,000) to create 18 multifamily units in English Ave.

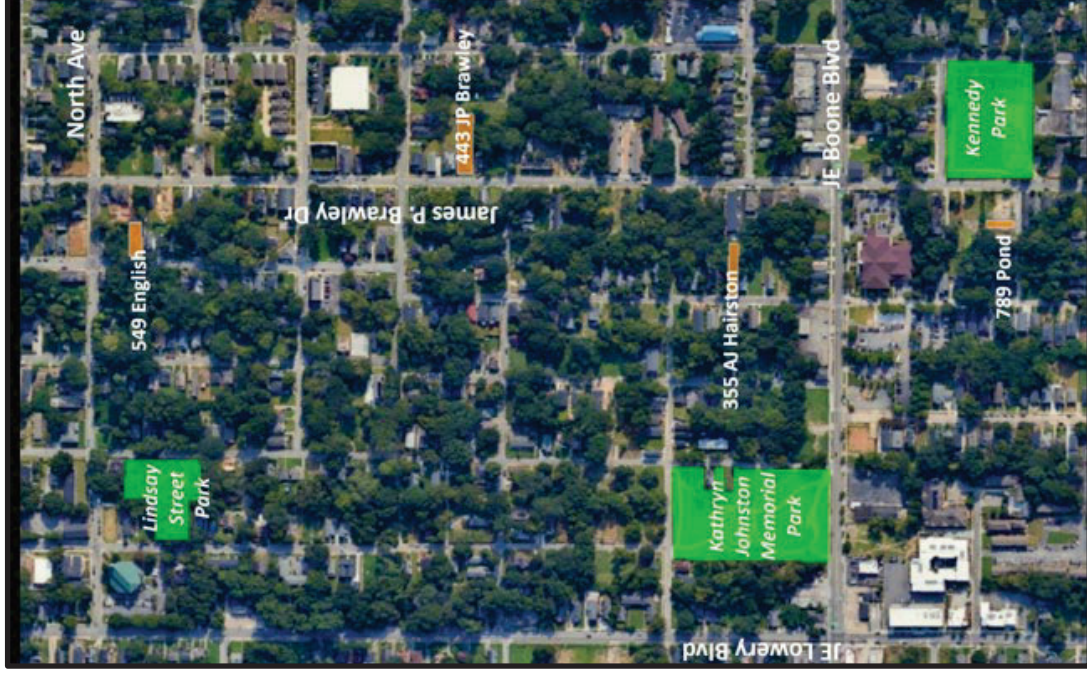
**October 2022** – IA awarded 4 new single-family properties for development as affordable housing through RFP process.

**November 2023** – IA awarded a \$900k Westside TAD Ascension Fund grant for new construction, mixed-used development in English Ave.

**January 2024** – IA awarded a \$640,000 Westside TAD Ascension Fund grant to develop 24 multifamily units in English Ave.

**October 2024** – IA awarded a \$750,000 Westside TAD Ascension Fund grant to redevelop a vacant residential and commercial building in English Ave.

Project Location





Existing Conditions & Design Plans

783 Pond Street  
Existing



783 Pond Street  
New Construction Concept





**ATLANTA DEVELOPMENT AUTHORITY**  
**English Avenue Single-Family Scattered Site**  
**Approval of Westside TAD Resurgens Fund Grant**



443 James P. Brawley  
Before



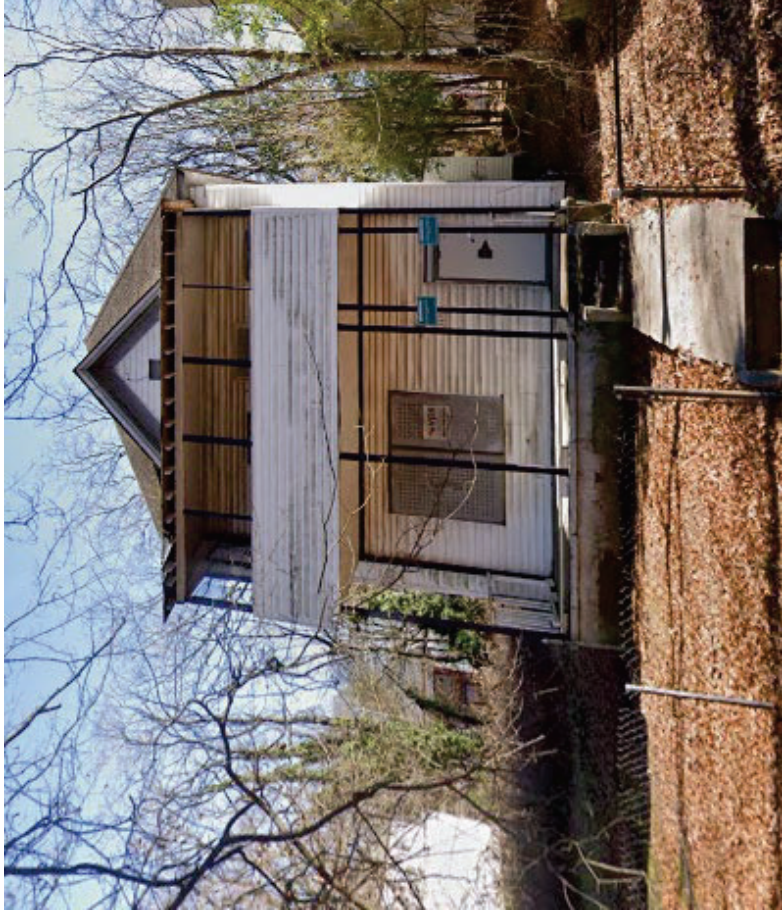
443 James P. Brawley  
Active Renovation



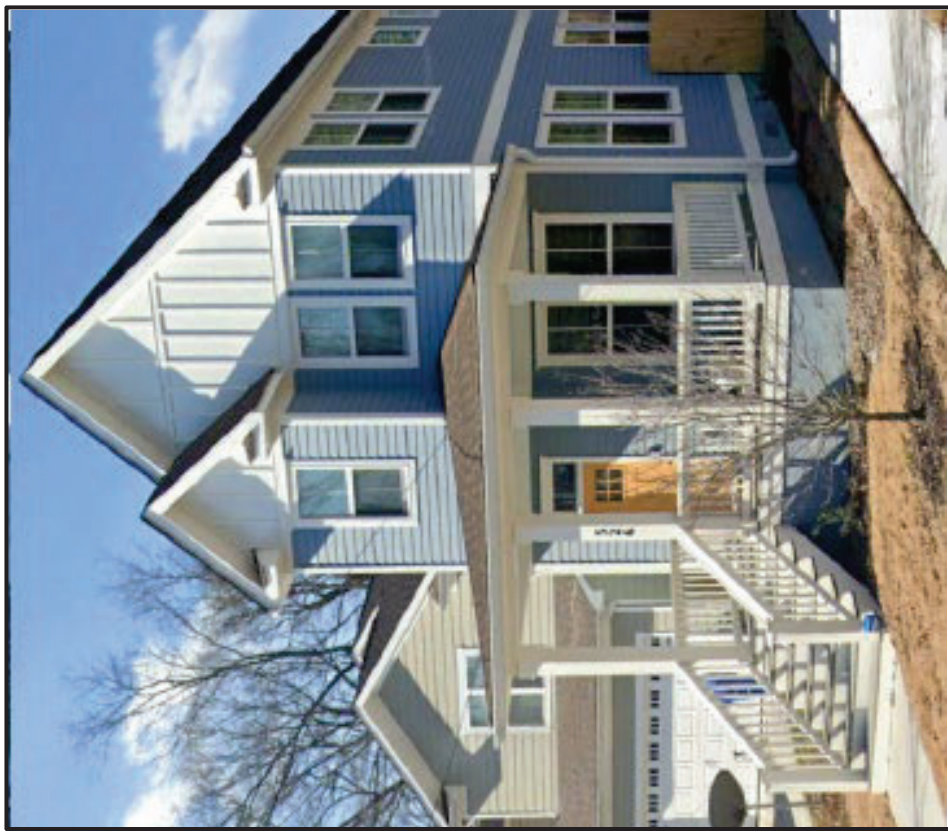


**ATLANTA DEVELOPMENT AUTHORITY**  
**English Avenue Single-Family Scattered Site**  
**Approval of Westside TAD Resurgens Fund Grant**

549 English Avenue  
Existing Condition



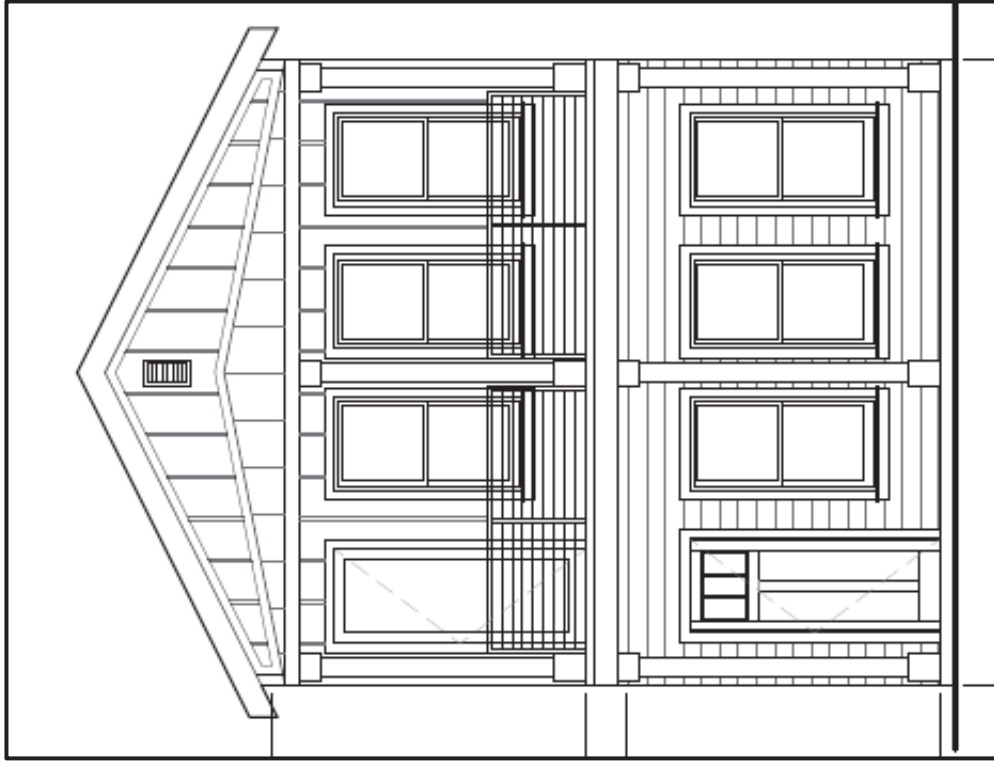
549 English Avenue  
New Construction Concept



355 Andrew J. Hairston  
Existing Condition

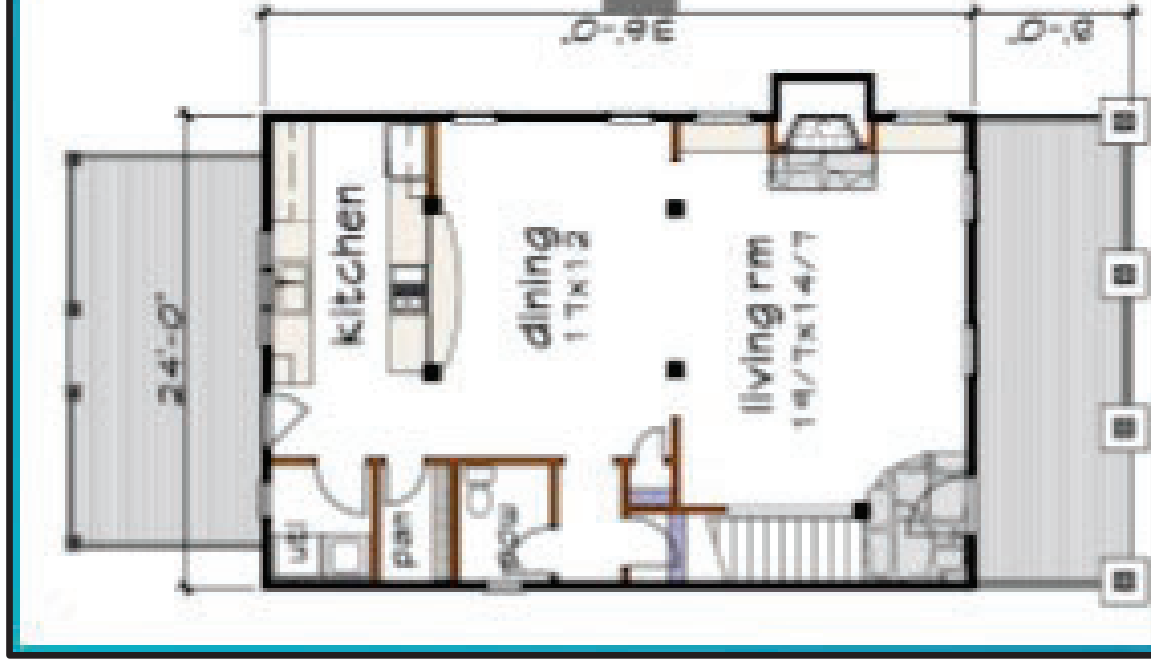


355 Andrew J. Hairston  
New Construction Concept

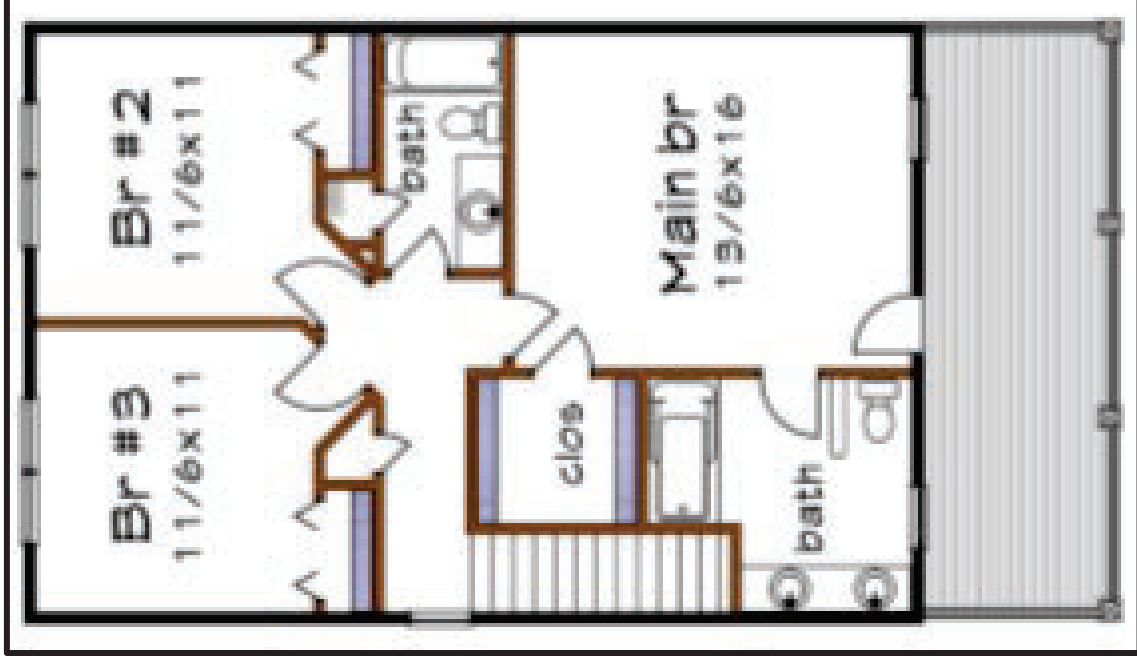




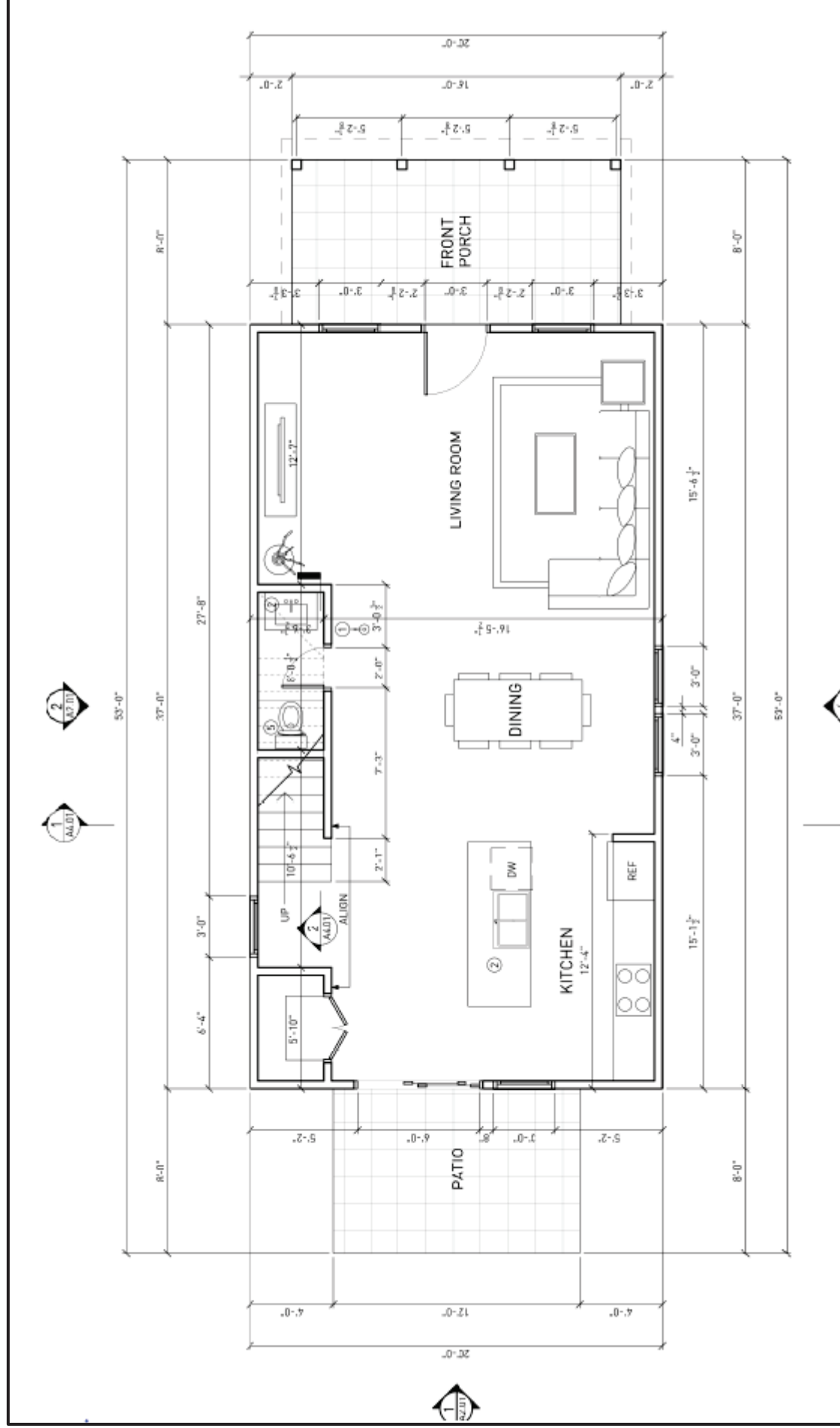
**1<sup>st</sup> Floor Plan – 783 Pond Street**



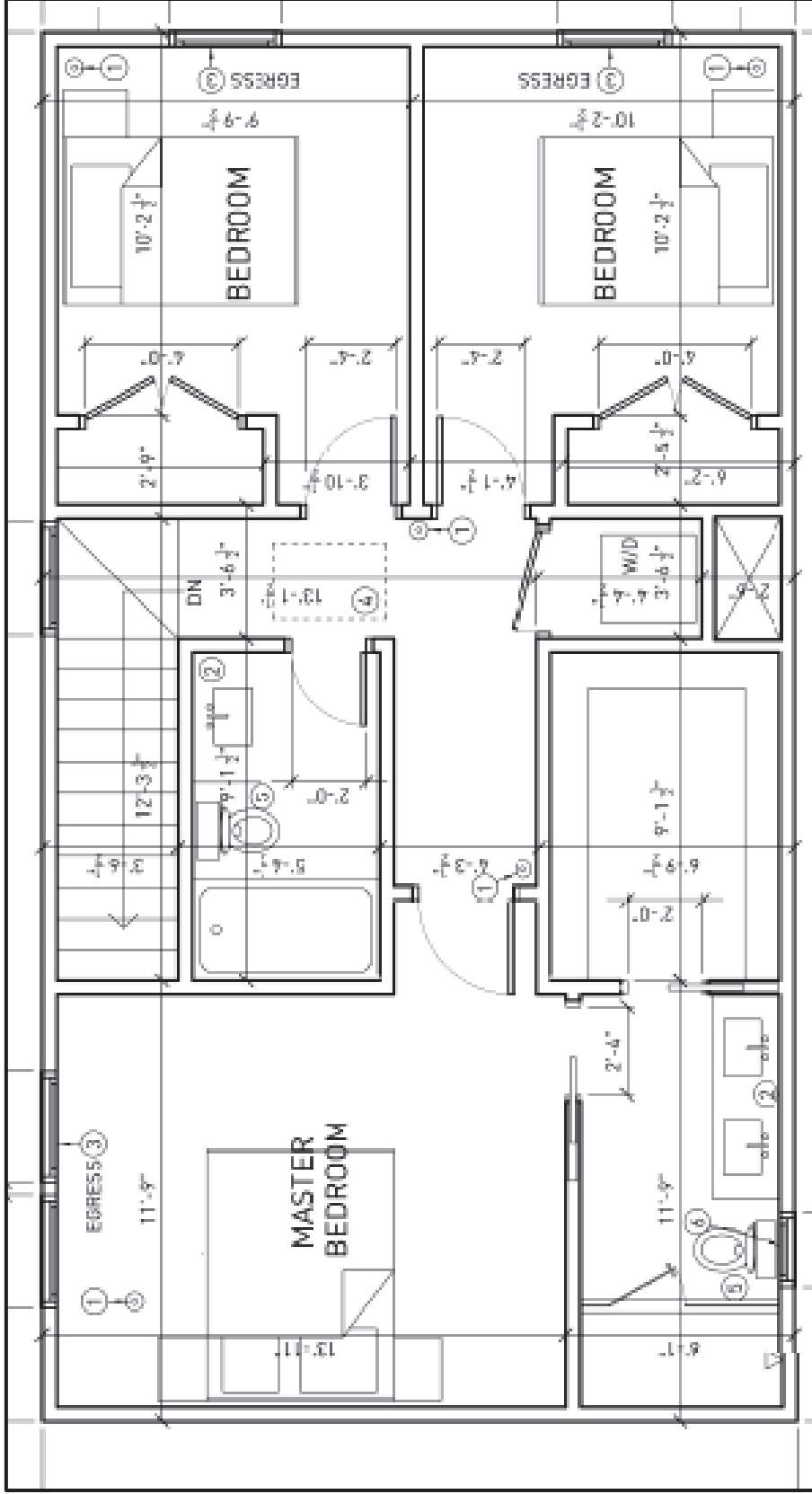
2<sup>nd</sup> Floor Plan – 783 Pond Street



1<sup>st</sup> Floor Plan – 549 English Avenue



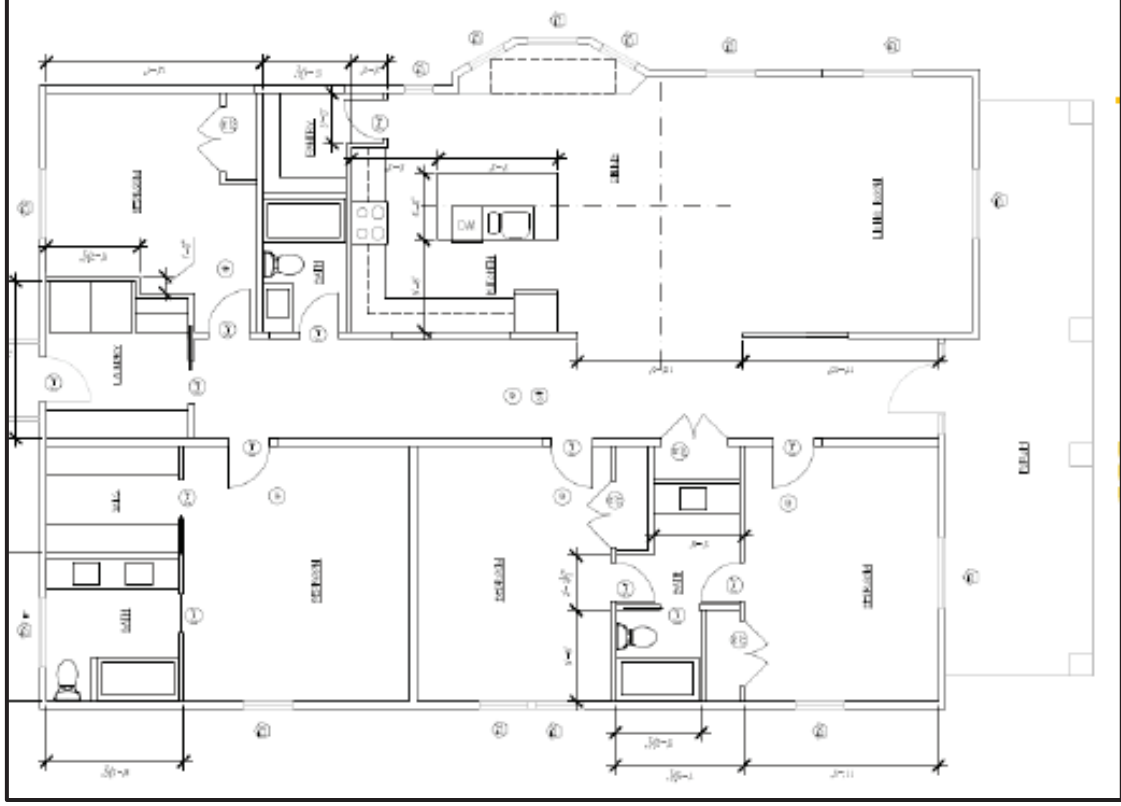
2nd Floor Plan – 549 English Avenue



Floor Plan – 355 Andrew J. Hairston



Floor Plan – 443 James P. Brawley









# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0269

**Meeting Date:** 4/16/2025

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

Request approval of a Resolution approving an Agreement between Fulton County Georgia, the Fulton County Tax Commissioner, and the City of Atlanta, Georgia to provide Judicial in Rem Tax Foreclosure Services concerning Municipal Code Enforcement Liens; authorizing the Chairman to execute the Agreement; authorizing the County Attorney to approve the Agreement as to form and to make modifications thereto prior to execution by the Chairman; and for other purposes. **(Pitts)**  
**(HELD ON 4/2/25)**

1 A RESOLUTION APPROVING AN AGREEMENT BETWEEN FULTON COUNTY  
2 GEORGIA, THE FULTON COUNTY TAX COMMISSIONER, AND THE CITY OF  
3 ATLANTA, GEORGIA TO PROVIDE JUDICIAL IN REM TAX FORECLOSURE  
4 SERVICES CONCERNING MUNICIPAL CODE ENFORCEMENT LIENS;  
5 AUTHORIZING THE CHAIRMAN TO EXECUTE THE AGREEMENT; AUTHORIZING  
6 THE COUNTY ATTORNEY TO APPROVE THE AGREEMENT AS TO FORM AND TO  
7 MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION BY THE CHAIRMAN;  
8 AND FOR OTHER RELATED PURPOSES.

9  
10 **WHEREAS**, Fulton County and the City of Atlanta provide vital services to their  
11 residents primarily through funds collected annually from ad valorem taxes on non-  
12 exempt property located within their geographic boundaries; and

13 **WHEREAS**, the Georgia General Assembly has found that the nonpayment of ad  
14 valorem taxes by property owners effectively shifts a greater tax burden to property  
15 owners willing and able to pay their share of such taxes, that the failure to pay ad valorem  
16 taxes creates a significant barrier to neighborhood and urban revitalization, and that  
17 significant tax delinquency creates barriers to marketability of property; and

18 **WHEREAS**, the Fulton County Tax Commissioner holds the constitutionally  
19 created, elected office charged with ad valorem tax collection for Fulton County, and  
20 under a current collection agreement also bills and collects municipal ad valorem taxes  
21 and annual sanitation fees assessed on property located within the corporate boundaries  
22 of the City of Atlanta; and

23 **WHEREAS**, to enforce his collection of delinquent City of Atlanta municipal ad  
24 valorem taxes and annual sanitation fees, the Fulton County Tax Commissioner has  
25 historically employed the nonjudicial foreclosure procedure (the "Nonjudicial Foreclosure  
26 Method") authorized under O.C.G.A. §§ 48-3-3, 48-5-127(a)(6), and 48-5-161(c)(1); and

27 **WHEREAS**, under the Nonjudicial Foreclosure Method, the Fulton County Tax  
28 Commissioner issues liens for delinquent ad valorem taxes and annual sanitation fees

1 and a public sale of the subject property is ultimately held to satisfy those liens, without  
2 any judicial involvement; and

3 **WHEREAS**, in 1995, the State of Georgia enacted O.C.G.A. §§ 48-4-75 to 48-4-  
4 81 (effective April 7, 1995) to create an alternative collection method, the Judicial In Rem  
5 Foreclosure Method, by which local governments may enforce delinquent ad valorem  
6 taxes; and

7 **WHEREAS**, in enacting the Judicial In Rem Foreclosure Method, the Georgia  
8 General Assembly found that the Nonjudicial Foreclosure Method often was inefficient,  
9 as it resulted in lengthy delays before a public sale purchaser obtained full ownership of  
10 an acquired property and a marketable insurable interest in the parcel; and

11 **WHEREAS**, in enacting the Judicial In Rem Foreclosure Method, the Georgia  
12 General Assembly attempted to address the aforesaid inefficiencies with the Nonjudicial  
13 Foreclosure Method by streamlining the process for a public sale purchaser to obtain  
14 marketable title to the acquired parcel and facilitating the prompt return of the parcel to  
15 the tax rolls and into productive use; and

16 **WHEREAS**, O.C.G.A. § 48-4-76(a) provides that, as a condition precedent to the  
17 use of the Judicial In Rem Foreclosure Method by a county or a municipality within their  
18 respective boundaries, the governing body of the county must enact an ordinance or  
19 resolution authorizing the use of the Judicial In Rem Foreclosure Method; and

20 **WHEREAS**, the Fulton County Board of Commissioners, at its June 21, 1995  
21 Recess Meeting, adopted a “Resolution Enabling Fulton County to Undertake Judicial In  
22 Rem Tax Foreclosures” (Agenda Item Number 95-0759) that authorized Fulton County  
23 and the municipalities located within its boundaries to employ the Judicial In Rem

1 Foreclosure Method; and

2       **WHEREAS**, to safeguard safety, health, property values and community  
3 wellbeing, the City of Atlanta is also authorized to enforce violations of its code  
4 enforcement regulations that occur on property located within its corporate boundary and  
5 to assess penalties and fines for such violations; and

6       **WHEREAS**, pursuant to O.C.G.A. § 41-2-8 to § 41-2-17 and Article VI of the City  
7 of Atlanta Housing Code of 1987, the City of Atlanta may bring an in rem abatement action  
8 in the City of Atlanta Municipal Court seeking the repair, closure or demolition of a  
9 dwelling, building or structure located within its corporate boundary that fails to comply  
10 with the applicable building provisions or that creates a safety, fire or other unsanitary or  
11 dangerous condition to the public; and

12       **WHEREAS**, if a property owner fails to comply with an order in the in rem  
13 abatement action to remedy the dissatisfactory condition of the dwelling, building or  
14 structure, the City of Atlanta is authorized to remediate the situation on its own; and

15       **WHEREAS**, pursuant to O.C.G.A. § 41-2-9(a)(7) & (b)(1) and § 56 of the City of  
16 Atlanta Housing Code of 1987, the aforesaid remediation costs (as well as the costs to  
17 the City of Atlanta in bringing the in rem abatement action) constitute a lien in favor of the  
18 City of Atlanta and, upon recordation with the Fulton County Superior Court Clerk, shall  
19 attach to the subject property; and

20       **WHEREAS**, O.C.G.A. § 41-2-9(b)(3) permits the inclusion of all amounts due on a  
21 code enforcement lien in a proceeding to enforce delinquent ad valorem taxes; and

22       **WHEREAS**, under O.C.G.A. § 41-2-9(b)(2), a county tax commissioner, who is  
23 collecting and enforcing municipal ad valorem taxes for a city, may also collect and

1 enforce a code enforcement lien where the county and the city have contracted for such  
2 services pursuant to O.C.G.A. § 48-5-359.1; and

3 **WHEREAS**, the City of Atlanta has approached Fulton County with the desire for  
4 the Fulton County Tax Commissioner to collect and enforce certain code enforcement  
5 liens through the Judicial In Rem Foreclosure Method, and Fulton County desires to assist  
6 the City of Atlanta to undertake this activity; and

7 **WHEREAS**, the Fulton County Board of Commissioners finds that it would be in  
8 the best interest of the taxpayers of Fulton County and the City of Atlanta, as well as for  
9 the other residents of both jurisdictions, for Fulton County to enter into an agreement with  
10 the Fulton County Tax Commissioner and the City of Atlanta to authorize the Fulton  
11 County Tax Commissioner to collect and enforce certain code enforcement liens through  
12 the Judicial In Rem Foreclosure Method; and

13 **WHEREAS**, the proposed agreement provides for (1) an administration fee to be  
14 paid by the City of Atlanta to Fulton County for use of Fulton County staff and resources  
15 in the processing and collection of code enforcement liens, (2) necessary compensation  
16 for the outside attorneys retained by Fulton County to conduct the In Rem Foreclosure  
17 suits, and (3) no payment to the Fulton County Tax Commissioner for the services.

18 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of  
19 Commissioners hereby approves the Agreement between Fulton County Georgia, the  
20 Fulton County Tax Commissioner, and the City Of Atlanta, Georgia, to provide Judicial In  
21 Rem Tax Foreclosure services concerning municipal code enforcement liens, in  
22 substantially the form attached hereto as Attachment A.

23 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners



1 is hereby authorized to execute the Agreement to provide Judicial In Rem Tax  
2 Foreclosure services.

3 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to  
4 approve the Agreement to provide Judicial In Rem Foreclosure services as to form and  
5 to make modifications as are necessary to protect Fulton County's interest prior to  
6 execution by the Chairman.

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

10 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
11 Georgia, this 2<sup>nd</sup> day of April, 2025.

12 **FULTON COUNTY**  
13 **BOARD OF COMMISSIONERS.**

14 **Sponsored by:**  
15

16  
17  
18 \_\_\_\_\_  
19 Robert L. Pitts, Chairman (At-Large)

20 **ATTEST:**  
21

22  
23  
24 \_\_\_\_\_  
25 Tonya R. Grier,  
26 Clerk to the Commission  
27

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29 **APPROVED AS TO FORM:**  
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33 Y. Soo Jo, County Attorney

**ATTACHMENT A**  
**Agreement for Judicial In Rem Foreclosure**

## **AGREEMENT FOR THE PROVISION OF JUDICIAL IN REM TAX FORECLOSURE SERVICES CONCERNING MUNICIPAL CODE ENFORCEMENT LIENS**

This Agreement is entered into as of the Effective Date by and between the City of Atlanta, Georgia (the “City”), a municipal corporation duly organized by the State of Georgia; Fulton County, Georgia (the “County”), a political subdivision of the State of Georgia; and Arthur E. Ferdinand (the “Tax Commissioner”), in his official capacity as the Fulton County Tax Commissioner (the City, the County and the Tax Commissioner hereinafter referred to, collectively, as the “Parties”), each of whom is duly authorized by Georgia law to enter into this Agreement.

### **WITNESSTH**

**WHEREAS**, Article IX, Section 3, Paragraph 1 of the Georgia Constitution of 1983 (the “Intergovernmental Contracts Clause”) empowers the County and the City to contract with one another for, among other things, joint services or the provisions of services for periods not to exceed fifty (50) years and as authorized by law; and

**WHEREAS**, the City is authorized to assess and collect annual ad valorem taxes on non-exempt property located within its corporate boundaries; and

**WHEREAS**, the City is authorized to enforce violations of its code enforcement regulations that occur on property located within its corporate boundaries and to assess penalties and fines for such violations; and

**WHEREAS**, the County is authorized to assess and collect annual, ad valorem taxes on non-exempt property located within its geographic boundaries; and

**WHEREAS**, the Tax Commissioner holds the constitutionally created, elected office charged with ad valorem tax collection for the County; and

**WHEREAS**, in accordance with the Intergovernmental Contracts Clause and O.C.G.A. § 48-5-359.1, the Parties entered a written Agreement (the “Collection Agreement”), effective January 1, 2003, under which the Tax Commissioner was tasked with the billing and collection on behalf of the City of municipal ad valorem taxes and annual sanitation fees assessed on property located within its corporate boundaries; and

**WHEREAS**, the Parties amended the Collection Agreement, effective January 1, 2013, to provide the contractual term was the earlier of: (1) the end of the current Tax Commissioner’s tenure in office; or (2) fifty years after the effective date of the amendment, December 31, 2063; and

**WHEREAS**, the Collection Agreement, as amended, remains in full force and, under its provisions, the Tax Commissioner presently continues to bill and collect municipal ad valorem taxes and solid waste fees on behalf of the City in addition to his ad valorem tax collection for the County; and

**WHEREAS**, in performing the aforesaid services for the City under the Collection Agreement, the Tax Commissioner employs the nonjudicial foreclosure procedure (the “Nonjudicial Foreclosure Method”) authorized under O.C.G.A. §§ 48-3-3, 48-5-127(a)(6), and 48-5-161(c)(1) to enforce delinquent City ad valorem tax and annual sanitation fees; and

**WHEREAS**, under the Nonjudicial Foreclosure Method, the Tax Commissioner issues liens for delinquent ad valorem taxes and annual sanitation fees and a public sale of the subject property ultimately is held to satisfy those liens, such activities lawfully occurring with no judicial involvement; and

**WHEREAS**, in 1995, the State of Georgia enacted O.C.G.A. §§ 48-4-75 to 48-4-81 (the “Act”)(effective April 7, 1995) that created an alternative collection avenue, the Judicial In Rem Foreclosure Method, by which local governments may enforce delinquent ad valorem taxes; and

**WHEREAS**, O.C.G.A. § 48-4-75 includes the following findings: the failure to pay ad valorem taxes creates a significant barrier to neighborhood and urban revitalization; tax delinquency, in many instances, results in properties that present health and safety hazards to the public; and the Judicial In Rem Foreclosure Method is an effective means of eliminating such hazards by promptly putting certain delinquent tax delinquent properties back on the tax rolls and into productive use; and

**WHEREAS**, under the Judicial In Rem Foreclosure Method, the local government may petition the Superior Court to enter a judgment finding there are delinquent ad valorem taxes owed on a property and ordering the public sale of the property to satisfy the debt and, once the public sale occurs, the pre-sale owner has a statutory right to redeem the property that automatically terminates sixty days after the sale; and

**WHEREAS**, O.C.G.A. § 48-4-76(a) provides that, as condition precedent to the use by a county or a municipality within its boundaries of the Judicial In Rem Foreclosure Method, the governing body of the county must enact an ordinance or resolution authorizing the use of the Judicial In Rem Foreclosure Method; and

**WHEREAS**, in compliance with O.C.G.A. § 48-4-76(a), the County’s Board of Commissioners (the “BOC”) at its June 21, 1995 Recess Meeting adopted a “Resolution Enabling Fulton County to Undertake Judicial In Rem Tax Foreclosures” (Agenda Item Number 95-0759) that authorized the County and the municipalities located within its boundaries to employ the Judicial In Rem Foreclosure Method; and

**WHEREAS**, pursuant to O.C.G.A. § 41-2-8 to § 41-2-17 and Article VI of the City of Atlanta Housing Code of 1987 (the “Housing Code”), the City may bring an in rem action (the “Abatement Action”) in the City of Atlanta Municipal Court (the “Municipal Court”) seeking the repair, closure or demolition of a dwelling, building or structure located within its corporate boundaries that fails to comply with the applicable building provisions or that creates a safety, fire or other unsanitary or dangerous condition to the public; and



**WHEREAS**, where the property owner fails to comply with an order in the Abatement Action to remedy the dissatisfactory condition of the dwelling, building or structure, the City is authorized to remediate the situation on its own; and

**WHEREAS**, pursuant to O.C.G.A. §§ 41-2-9(a)(7) & (b)(1) and § 56 of the Housing Code, the aforesaid remediation costs as well as the costs to the City in bringing the Abatement Action shall constitute a lien in the City's favor and, upon recordation with the Fulton County Superior Court Clerk, shall attach to the subject property (the "Code Enforcement Lien"); and

**WHEREAS**, O.C.G.A. § 41-2-9(b)(3) permits the inclusion of all amounts due on a Code Enforcement Lien in a proceeding under the Act to enforce delinquent ad valorem taxes; and

**WHEREAS**, under O.C.G.A. § 41-2-9(b)(2), a county tax commissioner, who is collecting and enforcing municipal ad valorem taxes for a city, may also collect and enforce a Code Enforcement Lien where the county and the city have contracted for such services pursuant to O.C.G.A. § 48-5-359.1; and

**WHEREAS**, to the extent permitted by law, the City desires to collect and enforce certain Code Enforcement Liens through the Judicial In Rem Foreclosure Method, and the County and the Tax Commissioner desire to assist the City to undertake this activity.

**NOW THEREFORE**, in consideration of the mutual obligations recited herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree to the following:

## **I. DEFINITIONS**

The following terms used in this Agreement shall have the meanings set forth below.

*"Abatement Action"* shall mean any in rem proceeding brought by the City, pursuant to the Georgia Nuisance Statutes and/or the Housing Code, in the Municipal Court that seeks the repair, closure, or demolition of a dwelling, building or structure located on a Parcel that fails to comply with the applicable building or construction regulations, that creates a safety or fire hazard, or that creates an unsanitary or dangerous condition for the public.

*"Agreement"* shall mean the instant Agreement for the Provision of Judicial In Rem Foreclosure Services Concerning Municipal Code Enforcement Liens.

*"City"* shall mean the City of Atlanta, Georgia and all officials, employees, attorneys, agents officially acting on its behalf.

*"Collection Contract"* shall mean the written Agreement (including all amendments thereto enacted as of the Effective Date or thereafter) between the Parties, effective January 1, 2003, concerning the Tax Commissioner's billing and collection on behalf of the City of municipal ad valorem taxes and annual solid waste fees assessed on Parcels, said Agreement having been approved by the County's Board of Commissioners on May 2, 2003 as Agenda Item Number 03-

0657 and having been authorized by Resolution 02-R-2111 as adopted by the City's Council on December 2, 2002 and as approved by the City's Mayor on December 10, 2002 and as amended on January 1, 2013.

"County" shall mean Fulton County, Georgia and all officials, employees, attorneys, agents officially acting on its behalf.

"Effective Date" shall mean the date upon which the last of the following events occurs: (1) the County's Board of Commissioners, by resolution or ordinance, approves the entry of the Agreement by the County; (2) the City's Council, by resolution or ordinance, approves the entry of the Agreement by the City and the City's Mayor signs such resolution or ordinance into law; and (3) the Tax Commissioner formally enters the Agreement.

"Georgia Nuisance Statutes" shall mean the regulations contained in O.C.G.A. § 41-2-7 to § 41-2-17 that are in effect as of the Effective Date and include any subsequent amendments thereto enacted by the State of Georgia during the Term of the Agreement.

"Housing Code" shall mean the regulations contained in Article V of the City of Atlanta Housing Code of 1987 that are in effect as of the Effective Date and include any subsequent amendments thereto enacted by the City during the Term of the Agreement.

"Judicial In Rem Foreclosure Procedures" shall mean the procedures authorized in O.C.G.A. § 48-4-75 to § 48-5-81 and § 56 of the Housing Code.

"Municipal Code Enforcement Lien" shall mean the certified copy of the Municipal Court's order in an Abatement Action requiring the repair, closure or demolition of the Parcel as recorded and indexed in the official real estate records and on the general execution docket of the Fulton County Superior Court Clerk.

"Municipal Court" shall mean the City of Atlanta Municipal Court.

"Notice of Final Determination of Costs" shall mean a report prepared by the City showing, as authorized by O.C.G.A. § 41-2-9(a)(7) and § 56(a) of the Housing Code, the costs of demolition, including all court costs, appraisal fees, administrative fees, administrative costs incurred by the City in bringing an Abatement Action and all other costs necessarily associated with the Abatement Action, including restoration to grade of the subject Parcel after demolition.

"Parcel" shall mean a tract of Real Property as identified in the official real estate records of the Fulton County Superior Court Clerk and/or the official records of the Fulton County Board of Assessors that is located within the corporate boundaries of the City and the geographic boundaries of the County. For purposes of this Agreement, the term "Property" does not include any tract of Real Property that is located within the corporate boundaries of City and outside the geographic boundaries of Fulton County.

"Parcels" shall mean two or more Parcels.



*“Real Property”* shall mean all lands and the buildings thereon, all things permanently attached to the land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.

*“Tax Commissioner”* shall mean the duly elected individual holding the constitutional office of the Fulton County Tax Commissioner. The term also includes any employee, attorney, agent of the County working in the Office of the Fulton County Tax Commissioner or officially acting on the Tax Commissioner’s behalf.

*“Tax Delinquent Parcel”* shall mean a Parcel for which ad valorem taxes assessed by the City are past due and remain unpaid as of January 1 of the year following the last outstanding tax bill.

*“Term of the Agreement”* shall mean the Effective Date through the fiftieth (50th) anniversary of the Effective Date, subject to termination as outlined in Section III Paragraph B of this Agreement.

## **II. PURPOSE AND INTENT**

The purpose of this Agreement is to delineate the Parties’ respective duties and obligations for the provision to the City by the County and the Tax Commissioner of certain collection and enforcement services concerning a Municipal Code Enforcement Lien issued against a Tax Delinquent Parcel via the use of the Judicial In Rem Foreclosure Procedures.

## **III. TERM**

(A) **Maximum Term.** Pursuant to the Intergovernmental Contracts Clause, the Term of the Agreement commences on the Effective Date and expires on the date that is the fiftieth (50th) anniversary of the Effective Date, subject to the limitations stated in Paragraph (B) of this Section.

(B) **Right to Terminate.** The City or the County shall have the unilateral right to terminate this Agreement at any time by giving written, dated notice to the Parties of its intent to terminate the provision of the services required herein. Such termination shall be effective three (3) months from the date contained in the written notice.

## **IV. REPRESENTATIONS OF THE PARTIES**

(A) **Reliance.** The Parties acknowledge that they have reasonably relied upon the representations of each other contained in this Section as the basis for entering this Agreement.

(B) **The City.** The City makes the following representations to the County and the Tax Commissioner:

1. The City is a municipal corporation duly organized by the State of Georgia;

2. The governing authority of the City is the Atlanta City Council, which is lawfully authorized to approve the Mayor entering this Agreement and to perform the obligations imposed on the City in the Agreement;
3. Upon its full execution by the Parties, this Agreement will be a valid, binding and enforceable obligation of the City;
4. The City is authorized under the Georgia Nuisance Statutes and the Housing Code to bring an Abatement Action in the Municipal Court to remedy a vacant, abandoned substandard dwelling, building or structure located on a Parcel; upon non-compliance by the owner with a judicial remediation order, to independently repair or demolish said improvements; and to obtain a Municipal Code Enforcement Lien in the amount of its remediation costs (as well as its expenses in filing the Abatement Action) that, upon proper recordation with the Fulton County Superior Court Clerk, attaches as a lien to the subject Parcel.

(C) **The County.** The County makes the following representations to the City and the Tax Commissioner:

1. The County is a political subdivision duly created under the Constitution of the State of Georgia;
2. The governing authority of the County is the Fulton County Board of Commissioners, which is lawfully authorized to enter this Agreement and to perform the obligations imposed on the County in this Agreement;
3. Upon its full execution by the Parties, this Agreement will be a valid, binding and enforceable obligation of the County.

(D) **The Tax Commissioner.** The Tax Commissioner makes the following representations to the City and the County:

1. The Tax Commissioner is the duly elected Constitutional officer charged with the billing, collection and enforcement of ad valorem taxes assessed by the County on Real Property located within the County's geographic boundaries; and
2. Pursuant to the Collection Agreement, the Tax Commissioner is authorized to bill, collect and enforce ad valorem taxes and annual sanitation fees assessed by the City on Parcels;
3. Under the powers assigned to his Constitutional office by Georgia law, the Tax Commissioner is authorized to enter this Agreement and to perform the obligations imposed upon him in this Agreement; and
4. Upon its full execution by the Parties, this Agreement will be a valid, binding and enforceable obligation of the Tax Commissioner.

## V. **DUTIES OF THE CITY**

(A) The City shall have the sole responsibility to bring an Abatement Action against a Parcel and, in pursuing an Abatement Action, to ensure full compliance with all applicable provisions of the laws of the Federal Government, the State of Georgia and the City (including, but not limited to, the Georgia Nuisance Statutes and the Housing Code).

(B) The City shall have the sole responsibility for the repair, demolition or any other remedial actions for a Parcel that is the subject of an Abatement Action.



(C) The City shall have the sole responsibility to prepare the Notice of Final Determination of Costs and to create and maintain records that document all expenses set forth in that item.

(D) The City shall have the sole responsibility to submit to the Fulton County Superior Court Clerk a certified copy of the Municipal Court's order in an Abatement Action and to ensure completion of all requirements under O.C.G.A. § 41-2-9(b)(1) and § 56(b) of the Housing Code to create a Municipal Code Enforcement Lien.

(E) The City shall have the sole discretion to determine if the resulting Municipal Code Enforcement Lien should be enforced through the Judicial In Rem Enforcement Procedures. Such discretion shall extend only to a Municipal Code Enforcement Lien that attaches to a Tax Delinquent Parcel. A Parcel that does not meet the definition of a Tax Delinquent Parcel shall not be eligible for the Judicial In Rem Enforcement Procedures under this Agreement.

(F) Where the City determines a Municipal Code Enforcement Lien should be enforced through the Judicial In Rem Enforcement Procedures, the City shall inform the Tax Commissioner of that determination by delivering to him a copy of the following items: (1) the Notice of Final Determination of Costs; and (2) the Municipal Court's order in the Abatement Action that bears the recordation stamp of the Fulton County Superior Court Clerk. Such items shall be delivered to the Tax Commissioner within ninety (90) days of the completed demolition and remediation of the Tax Delinquent Parcel.

(G) The City shall have the sole responsibility to defend against and respond to any allegation, claim or cause of action that: (1) challenges the validity of a Municipal Code Enforcement Lien; (2) asserts the proceedings occurring in an Abatement Action violated the United States Constitution, the Georgia Constitution, the Georgia Nuisance Statutes, the Housing Code or any other provision of federal or state law; (3) challenges the amount(s) of the cost stated in a Notice of Final Determination of Costs; or (4) raises any other challenge contesting the validity or the propriety of a Municipal Code Enforcement Lien.

(H) Upon the request of the Tax Commissioner, the City shall promptly deliver to the Tax Commissioner all other records and documentation used to bring or prosecute the Abatement Action. Such documentation may include, but is not limited to, a copy of all orders issued by the Municipal Court in the Abatement Action, all certificates of title (based on a 50-year title search) of the Tax Delinquent Parcel in the City's possession, and all title commitments (based on a 50-year title search) for the Tax Delinquent Parcel in the City's possession.

## **VI. DUTIES OF THE TAX COMMISSIONER**

(A) Upon review of the items provided to him by the City under Subsections (F) and (H) of Section V of this Agreement, the Tax Commissioner shall have the sole discretion to determine if he wishes to enforce a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures. Such determination may be based on any of the following criteria:

- (1) The Parcel that is encumbered by the Municipal Code Enforcement Lien is not a Tax Delinquent Parcel;
- (2) The items provided to him by the City under Subsections (F) and (G) of Section V of the Agreement do not adequately show the City fully complied with all applicable provisions of the laws of the Federal Government, the State of Georgia and the City (including, but not limited to, the Georgia Nuisance Statutes and the Housing Code) in bringing and prosecuting the Abatement Action;

- (3) The Notice of Final Determination of Costs and related documents do not adequately show the City's authorized costs;
- (4) The Tax Delinquent Parcel is listed as a non-exempt asset of the bankruptcy estate in a pending Chapter 7, Chapter 11, or Chapter 13 proceeding in a federal bankruptcy court;
- (5) The Tax Delinquent Parcel is subject to pending year's support request brought in a Georgia Probate Court (of competent venue) pursuant to O.C.G.A. §§ 53-3-1 to 53-3-21;
- (6) The Tax Commissioner determines that the Municipal Code Enforcement Lien has been divested and is no longer enforceable against the Tax Delinquent Parcel pursuant to an Order entered in a Quiet Title action;
- (7) Within two years prior to the presentment to the Tax Commissioner by the City of the items identified in Subsections (F) and (H) of Section V, the Tax Delinquent Parcel was sold at a public sale (pursuant to O.C.G.A. §§ 48-3-3-, 48-5-127(a)(6) and 48-5-161(c)(1)) to satisfy delinquent County and/or City ad valorem taxes or municipal solid waste fees;
- (8) At the time of the presentment by the City of the items identified in Subsections (F) and (H) of Section V, the Tax Commissioner had administratively coded the Tax Delinquent Parcel as being a real estate parcel that is the subject of a pending condemnation action, interpleader suit, or quiet title action, or any other pending civil or criminal suit brought at law or in equity;
- (9) At the time of the presentment by the City of the items identified in Subsections (F) and (H) of Section V, the record owner of the Tax Delinquent Parcel had reached an agreement with the Tax Commissioner to satisfy any outstanding ad valorem taxes, demolition liens, and/or annual solid waste fees assessed on that property and the record owner has fulfilled all current payment obligations imposed on it;
- (10) The items provided by the City under Subsections (F) and (G) of Section V of the Agreement raise reasonable concerns about the accuracy of the information contained therein as to the lawful ownership of the Tax Delinquent Parcel;
- (11) The items provided by the City under Subsections (F) and (G) of Section V of the Agreement raise reasonable concerns about the accuracy of the information contained therein describing the Tax Delinquent Parcel, including (but not limited to) the actual existence of such tract;
- (12) The Tax Commissioner has reasonable concerns that the enforcement of the Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures would be an action take outside the scope of the authority delegated to him by this Agreement, Georgia law, or the County's laws and procedures; or
- (13) Any other ground upon which the Tax Commissioner has reasonable concerns that the enforcement of the Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures would violate federal law, Georgia law or the County's laws and procedures.

(B) In the event the Tax Commissioner declines to enforce a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures, the Tax Commissioner shall inform the City of that decision no later than 90 days after his receipt of the all items provided to him under Subsections (F) and (G) of Section V of this Agreement. Such notice shall inform the City of the ground(s) for which the Tax Commissioner declines to enforce the Municipal Code



Enforcement Lien. The City shall have the right to attempt to remedy the Tax Commissioner's concerns and to resubmit the requisite documentation with such action constituting a new submission for purposes of the deadlines stated in this Section.

(C) In the event the Tax Commissioner decides to enforce a Municipal Code Enforcement Lien, the Tax Commissioner shall process the City's request to pursue the Judicial In Rem Foreclosure Procedures as soon as practicable and shall commence suit under the Judicial In Rem Foreclosure Procedures no later than 180 days after his receipt of the all items provided to him under Subsections (F) and (G) of Section V of this Agreement.

(D) In the event the Tax Commissioner decides to enforce a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures, the Tax Commissioner shall have the sole discretion to enforce in such action all outstanding ad valorem taxes assessed by the City and/or the County on the Tax Delinquent Parcel and/or all outstanding annual solid waste fees assessed by the City on that Parcel.

(E) At the conclusion of an action brought under the Judicial In Rem Foreclosure Procedures, the Tax Commissioner shall remit to the City all amounts collected in the proceeding that are due under the Notice of Final Determination of Costs (including any applicable interest, penalties and fees).

## **VII. DUTIES OF THE COUNTY**

(A) The County shall employ, through contract or otherwise, any additional staff that, in its sole discretion upon input from the Tax Commissioner, it deems necessary to fulfill duties imposed upon the Tax Commissioner in pursuing the Judicial In Rem Foreclosure Procedures.

(B) The County, through the Fulton County Attorney's Office, shall retain outside counsel to provide legal services to the Tax Commissioner in the enforcement of a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures. Such services shall include, but are not limited to, initiating suits and representing the Tax Commissioner in such proceedings. While retained by the County, said outside counsel shall work under the direction of the Tax Commissioner.

## **VIII. FUNDING AND EXPENSES**

(A) **Administrative Fee.** The County shall be entitled to payment from the City of an administrative fee of \$50.00 for each instance the City requests the Tax Commissioner enforce a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures. Pursuant to O.C.G.A. § 48-5-359.1(3)(B), said administrative fee substantially approximates the cost to the County of providing to the City the services set forth in this Agreement. The City shall remit to the Tax Commissioner the full amount of the administrative fee simultaneously with the submission of the items described in Subsection (F) of Section V. The Tax Commissioner shall deliver such payment to the County's General Fund. The City agrees that the administrative fee under this provision is not refundable.

(B) **Attorney's Fees.** For each Tax Delinquent Parcel the City requests the Tax Commissioner enforce a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures, the County shall be entitled to a payment (or payments, as applicable) from the City to pay the attorney's fees for the outside counsel retained by the County under

Subsection (B) of Section VII. Said attorney's fees shall be paid in the amount(s) and under the timeline(s) provided below.

1. Code Enforcement Proceeding in the Superior Court. Following the filing in the Superior Court of the petition for ad valorem tax foreclosure under O.C.G.A. § 48-7-78, the Tax Commissioner through Counsel shall deliver to the City a copy of the file-stamped petition. Within 30 days of its receipt of this item, the City shall remit to the County \$7,500.00, the purpose of such charge being to pay the attorney's fees for the retained outside counsel for the Tax Commissioner in order to prosecute the ad valorem tax foreclosure action in the Superior Court to a final decision.
2. Appeal. In the event an appeal is brought from a Superior Court decision in the ad valorem tax foreclosure action, the County shall be entitled to payment from the City at the rate of \$325.00 per hour for each hour that the retained outside counsel expends in representation of the Tax Commissioner and/or the County in that appeal. Counsel for the Tax Commissioner shall deliver to the City an itemized invoice (or invoices) for the services of the retained outside counsel in the appeal each month when services are rendered during the pendency of an appeal. Within 30 days of the receipt of this invoice, the City shall remit to the Tax Commissioner full payment of the charges stated therein for payment of outside counsel upon approval and at the direction of the Fulton County Attorney.
3. Attorney Review and No Code Enforcement Proceeding Filed. In the event the Tax Commissioner declines to enforce a Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures and the retained outside counsel has expended time to research the matter and/or to provide legal advice on the matter, the County shall be entitled to payment from the City at the rate of \$325.00 per hour for each hour that the retained outside counsel has expended on the matter. Counsel for the Tax Commissioner shall deliver to the City an itemized invoice (or invoices) for the services of the retained outside counsel in such proceeding (and, to the extent applicable, in any appeal therefrom). Within 30 days of the receipt of this item, the City shall remit to the Tax Commissioner full payment of the charges stated therein.

(C) Legal Costs. The City acknowledges that the charge set forth in Subsection (B) is only for the attorney's fees for the outside counsel retained by the County under Subsection (B) of Section VII and is not intended to cover the cost of any expense(s) incurred by the outside counsel in providing legal services to the Tax Commissioner through the Judicial In Rem Foreclosure Procedures. Such expenses may include the costs of obtaining a title report, any court filing fees, service of process fees, publication costs and other reasonable costs incurred by outside counsel in providing legal services to the Tax Commissioner. The City is solely responsible for the payment to the outside counsel for such expenses within 30 days of the receipt of the list of such expenses. Neither the County nor the Tax Commissioner shall have any obligation to expend County funds in order to pay for such expenses.

(D) Recovery Under O.C.G.A. § 48-4-77. In the event suit is brought under the Judicial In Rem Foreclosure Procedures, the amounts paid by the City for Attorney's Fees and Legal Costs shall be included in the calculation of recoverable expenses authorized by O.C.G.A. § 48-4-77. In the event the subject Tax Delinquent Parcel is redeemed by the owner or is publicly sold pursuant to a Judicial In Rem Foreclosure order, the amounts received by the Tax Commissioner from such payment for the aforesaid Attorney's Fees and Legal Costs shall be



remitted to the City within 30 days after such funds are received, if redeemed, or 30 days after the Judicial Foreclosure is confirmed by the Court, if bought by a third party bidder.

(E) **Tax Commissioner's Compensation.** The Tax Commissioner shall not be entitled to any compensation from the City for his provision of services under this Agreement.

## **IX. DUTY TO DEFEND**

The City acknowledges and understands that the sole purpose for the County and the Tax Commissioner entering this Agreement is to assist the City with the enforcement and collection of an otherwise valid Municipal Code Enforcement Lien. Nothing contained herein shall be construed to impose upon the County or the Tax Commissioner any obligation (1) to defend any administrative decision by the City that determines a violation of the Housing Code has occurred as to any Parcel or; (2) to defend the validity of any proceeding or decision by the Municipal Court as to a purported Housing Code violation.

In the event any third party asserts, in any state or federal court, any claim or suit (arising either in law or equity) against the County or the Tax Commissioner that, in whole or in part, arises out of or in connection with any action, decision, policy, or occurrence concerning a Municipal Code Enforcement Lien that transpired prior to the delivery of such item to the Tax Commissioner, the City shall defend and hold the County and the Tax Commissioner harmless from such claim or suit.

## **X. NOTICES**

Any notice required or penalty under this Agreement shall be in writing and shall be emailed and mailed, with adequate postage affixed, to the relevant addressee, email address, and address listed below. Said notice shall be deemed received three (3) days following deposit of same in the U.S. Mail.

### **IF TO FULTON COUNTY:**

Fulton County Manager  
Fulton County Government Center 141 Pryor Street SW  
Tenth Floor  
Atlanta, GA 30303  
Email: Dick.Anderson@fultoncountyga.gov

Fulton County Attorney  
Fulton County Government Center 141 Pryor Street SW  
Suite 4038  
Atlanta, GA 30303  
Email: Soo.Jo@fultoncountyga.gov

### **IF TO TAX COMMISSIONER:**

Fulton County Tax Commissioner  
Fulton County Government Center 141 Pryor Street SW  
Suite 1072

Atlanta, GA 30303

Email: Arthur.Ferdinand@fultoncountyga.gov; Terry.Noble@fultoncountyga.gov

**IF TO THE CITY OF ATLANTA:**

Mayor

City Hall Annex

55 Trinity Avenue SW

Atlanta, GA 30303

Email: mayordickens@atlantaGA.gov

**XI. MISCELLANEOUS**

- (A) **Collection Agreement**. Nothing contained in this Agreement shall be construed to modify the term of the Collection Agreement or to alter or expand the respective obligations imposed upon the Parties under the Collection Agreement.
- (B) **Entire Agreement**. This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements between the Parties with respect to the collection and enforcement of a Municipal Code Enforcement Lien issued against a Tax Delinquent Parcel via the use of the Judicial In Rem Foreclosure Procedures. Furthermore, the Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to these matters.
- (C) **Amendment/Modification**. To be valid and enforceable, any amendment or modification to this Agreement must be in writing and signed by the Parties.
- (D) **No Consent to Breach**. No consent or waiver, express or implied, by any Party to this Agreement, to any breach of any covenant, condition, or duty of another Party shall be construed as a consent to or waiver of any future breach of the same.
- (E) **Severability**. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement, unless the elimination of such provision detrimentally reduces the consideration that any Party is to receive under this Agreement or materially affects the operation of this Agreement.
- (F) **Governing Law**. This Agreement shall be governed in all aspects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.
- (G) **Compliance with The Law**. The Parties shall comply with all applicable local, state and federal statutes, ordinances, rules and regulations.
- (H) **Rules of Construction**. For purposes of administration and enforcement of this Agreement, unless otherwise stated herein, the following rules of construction shall apply:
  - 1. The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.
  - 2. The word “shall” is always mandatory and not discretionary; the word “may” is permissive.
  - 3. Words used in the present tense shall include the future and words used in the singular number shall include the plural and the plural the singular, unless the context clearly indicates the contrary.

- (I) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and sealed as follows:

**CITY OF ATLANTA, GEORGIA**

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk, City of Atlanta

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
Chairman, Fulton County Board of  
Commissioners

Date: \_\_\_\_\_

**FULTON COUNTY TAX  
COMMISSIONER**



Dr. Arthur E. Ferdinand, Tax  
Commissioner

Date: 3/12/2025

ATTEST:

\_\_\_\_\_  
Clerk, Fulton County Board of  
Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0313

**Meeting Date:** 4/16/2025

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

Request approval of a Resolution to repeal and replace the Code of Resolutions, Subpart B, Article II, Employee Organizations, Sections 154-36 through 154-44 of the Fulton County Code of Laws, to streamline recognition of employee organizations; and for other purposes. **(Pitts)**

1 **A RESOLUTION TO REPEAL AND REPLACE THE CODE OF RESOLUTIONS, SUBPART B,**  
2 **ARTICLE II, EMPLOYEE ORGANIZATIONS, SECTIONS 154-36 THROUGH 154-44 OF THE**  
3 **FULTON COUNTY CODE OF LAWS, TO STREAMLINE RECOGNITION OF EMPLOYEE**  
4 **ORGANIZATIONS; AND FOR OTHER PURPOSES.**

5  
6 **WHEREAS**, on August 15, 1990, the Fulton County Board of Commissioners (“BOC”)  
7 adopted policies for employee organizations, codified in Fulton County Code of Laws (“FCC”)  
8 Sections 154-36 through 154-44 (“Employee Organizations Code”); and

9 **WHEREAS**, on March 17, 2010, the BOC amended the Employee Organizations Code to  
10 provide more definitions, address the operations of employee organizations (including how the  
11 employee organizations will conduct union activities) and to require a memorandum of  
12 understanding related to such activities; and

13 **WHEREAS**, in accordance with the Employee Organizations Code, an employee  
14 organization, once recognized by the BOC, may meet and confer with County officials regarding  
15 working conditions and its members may voluntarily elect to have their dues deducted from their  
16 payroll check and paid to the particular employee organization; and

17 **WHEREAS**, the Employee Organizations Code currently requires employee organizations  
18 to be designated by “50 percent, plus one of those employees eligible to belong to such employee  
19 organization” or attain “a membership level of 300 or more eligible employees” before the  
20 employee organization can meet and confer with County officials about working conditions; and

21 **WHEREAS**, the Employee Organizations Code currently provides a convoluted method  
22 for BOC recognition that is neither efficient nor clear; and

23 **WHEREAS**, certain sections of the Employee Organizations Code have become obsolete  
24 or outdated due to changes related to County operations, such as for example, the Personnel  
25 Department being renamed the Department of Human Resources Management and the  
26 discontinuation of binding agreements covering the conditions of employment; and



**WHEREAS**, the BOC desires to update the Employee Organizations Code to streamline and provide clarity to the recognition process, omit outdated titles, names and processes and clarify its applicability.

**NOW THEREFORE BE IT RESOLVED**, the Fulton County Board of Commissioners hereby repeals the Code of Resolutions, Subpart B, Article II, Employee Organizations, FCC Sections 154-36 through 154-44 of the Fulton County Code of Laws and replaces it in substantially the form outlined in *Attachment A* hereto.

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

**SO PASSED AND ADOPTED**, this \_\_\_\_\_ day of April, 2025.

**FULTON COUNTY BOARD OF COMMISSIONERS**

**Sponsored by:**

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Robert L. Pitts, Chairman (At-Large)

**ATTEST:**

Tonya R. Grier, Clerk to the Commission

**APPROVED AS TO FORM:**

Y. Soo Jo, County Attorney

## ARTICLE II. - EMPLOYEE ORGANIZATIONS<sup>[2]</sup>

Footnotes:

--- (2) ---

**State Law reference**— Firefighter's Mediation Act, O.C.G.A. § 25-5-1 et seq.

Sec. 154-36. - Statement of policy.

It shall be the policy of Fulton County to recognize, meet and confer with employee organizations in an orderly manner through a formal, structured process. This policy delineates the methodology used to recognize the organization, the process used to meet and confer with the organization, the methodology used to authorize dues deductions if requested, and the methodology used to pay deducted dues to organizations.

(90-RCM-661, 8-15-90; Ord. No. 10-0347, 3-17-10)

Sec. 154-37. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Community of interests* means a group of employees who share common interests in wages, hours, and other conditions of employment.

*Dues authorization card* means the official finance department form used by an employee to authorize the deduction of dues or political contributions from their payroll checks and the payment of these deductions to a recognized employee organization.

*Eligible employees* means all employees who share a community of interests and who are not:

- (1) In an executive, professional, or administrative position as defined by the Fair Labor Standards Act;
- (2) Directors;
- (3) Department heads;
- (4) Confidential employees who work directly with and report directly to a department head or director; ~~and~~
- (5) Employees who have the actual authority to hire, fire, or discipline; ~~and~~
- (6) Employees in State funded positions.

~~When an eligible employee no longer satisfies the above mentioned criteria, he or she is no longer an eligible employee and can no longer belong to the employee organization.~~

All county employees are eligible employees for the Fulton County Employees Association. ~~All county employees who receive a Fulton County payroll check may have their member dues deducted from their payroll checks and paid to a recognized employee organization. Only eligible employees, however, shall enjoy, meet, and confer, or have other representational rights provided in this article.~~

*Employee organization* means any legally formed organization recognized by ~~a resolution of the~~ board of commissioners pursuant to this article and the following organizations already recognized: Fulton County Employees Association; Service Employees International Union; AFSCME Local 1644; Peace Officers Annuity; Southern States PBA; International Brotherhood of Police Officers; and FOP Fulton

~~County Lodge 64, which represents 50 percent, plus one of those employees eligible to belong to such employee organization. The Fulton County Employees Association and AFSCME Local 3 shall be considered employee organizations even though their membership is less than that required for new employee organizations. Once any new employee organization has been recognized by the board of commissioners, and has attained a membership level of 300 or more eligible employees, then such organization shall be allowed to represent any member of their organization in any county department.~~

*Fulton County* means Fulton County, or any officer, agency, department, bureau, division, board or commission thereof, ~~or any other political subdivision within or thereof~~ but does not mean a county constitutional or state elected or state appointed official.

(90-RCM-661, 8-15-90; 93-RC-234, 5-19-93; 94-RC-504, 10-19-94; 95-0231, 2-15-95; Ord. No. 10-0347, 3-17-10)

**Cross reference**— Definitions generally, § 101-2.

Sec. 154-38. - Applicability of article.

This policy shall apply to all Fulton County eligible employees who receive a Fulton County payroll check and any current or future employee organization as defined above.

(90-RCM-661, 8-15-90; Ord. No. 10-0347, 3-17-10)

Sec. 154-39. - Procedures.

- (a) Any eligible employee ~~shall not~~ have the right to form and join an employee organizations and to meet and confer with Fulton County relative to wages, hours, and working conditions through the exclusive employee organization of their own choosing.
- (b) ~~Any employee organization which desires to be recognized as an employee organization representing is designated or selected by a majority of~~ eligible employees as their exclusive representative for purposes of this article shall request recognition ~~by the~~ to the board of commissioners by filing a written request on the organization's letterhead with the county manager. The written request must include the criteria for membership to the organization and the organization's stated mission or purpose. The county manager shall confirm the requesting organization is registered with the State of Georgia or other applicable nationally recognized accrediting or regulatory agency and submit the request to the board of commissioners ~~with an analysis and recommendations~~ within 14 days of filing. ~~This analysis shall include the number of employees affected, administrative costs, and any other factors deemed necessary by the county manager. If satisfied as to the majority status of the employee organization,~~ The board of commissioners shall may thereafter, in its discretion, recognize ~~and certify the employee organization as the an exclusive employee organization under this article, representing eligible employees in the designated unit.~~ If recognition of the employee organization is granted, the county manager will so notify the director of finance and the employee organization.
- (c) Repealed and reserved. ~~If the board of commissioners does not recognize and certify the employee organization based upon the request by the employee organization, the employee organization may file a written petition with the board of commissioners for certification as the exclusive employee organization representing eligible employees in the designated unit. The petition shall be accompanied by dated statements signed by at least, 30 percent of the employees in the designated unit, indicating that such employees desire to be exclusively represented for the purposes of this article by the petitioning employee organization. The board of commissioners shall investigate the petition to determine its sufficiency and if it has reasonable cause to believe that the petition is sufficient, shall provide for an appropriate hearing upon due notice. If the board of commissioners finds the petition to be insufficient, it may dismiss the petition. If the board of commissioners finds upon the record of the~~

~~hearing that the petition is sufficient, it shall immediately, order an election by secret ballot. The date, time, location, rules and procedures for the election shall be decided upon by mutual agreement of the petitioning employee organization and Fulton County and reduced to writing within 14 days of the filing of the petition.~~

- (d) ~~After recognition, When an employee organization shall have the right to meet and confer with Fulton County relative to wages, hours, and working conditions on behalf of the eligible employees who are members of the employee organization.~~ ~~is selected by simple majority of the employees voting in an election, the board of commissioners shall certify the employee organization as the exclusive representative of all employees in the designated unit.~~
- (e) ~~Repealed and reserved. No petition may be filed seeking an election in any proposed or existing unit of eligible employees to determine an exclusive employee organization within 12 months after the date of certification covering any of the employees in designated unit or within 12 months of the execution of an agreement concerning wages, hours or working conditions.~~
- (f) Any ~~Fulton County~~eligible employee who receives a Fulton County payroll check may ~~join the exclusively recognized employee organizations and~~ have their member dues deducted from their payroll checks and paid to the employee organization by properly completing ~~the dues within 30 days of signing~~ the dues authorization card. This deduction will be in force unless employment is terminated, the employee stops deduction, the dues authorization card expires, or the employee organization is no longer recognized by the board of commissioners. The above-mentioned deduction is also conditioned upon the fact that any employee or any official or member of an employee organization individually or collectively will not strike, and will not take part in any strike, sit-down, slow-down, or any interference with the operation of Fulton County by picketing, patrolling, demonstrating, or any stoppage of work, or similar activities. In addition, the deduction of dues is conditioned upon there being no campaigning or soliciting for membership on Fulton County property during working hours except as defined in MOU authorized by the board of commissioners or county manager. The dues deduction shall not be made in the event the wages of an employee for any period of pay, after making all deductions required by law and previously authorized by the employee, is less than should not equal the amount of such dues.
- (g) After deducting the cost to Fulton County of implementing such deduction of dues, the director of finance will remit the balance of dues collected to the employee organization, together with a list of names of those employees from whom the dues were collected on the last business day of each month.

(90-RCM-661, 8-15-90; 90-RC-695, 12-15-90; Ord. No. 10-0347, 3-17-10)

Sec. 154-40. - Prohibited discrimination.

There shall be no discrimination against any Fulton County employee because of the fact that such employee is a member of a recognized employee organization, nor shall such members receive any advantage or preferential treatment of any kind over those employees who are not members of an employee organization. No employee shall be required, as a condition of employment with Fulton County, to become a member of any employee organization.

(90-RCM-661, 8-15-90; Ord. No. 10-0347, 3-17-10)

Sec. 154-41. - Adverse actions and reprisals.

No disciplinary action or other adverse action shall be taken or threatened against any employee, nor shall any employee be intimidated by any supervisor or department head who has the authority to take, direct others to take, recommend, or approve any personnel action as a reprisal for an employee's membership or participation in any employee's organization or union. All members of employee organizations and unions shall be allowed to conduct standard and customary union activities, subject to

the employee's compliance with Fulton County's leave policy or prior board of commissioners' approval for attending Fulton County functions. The ~~chief human resources officer~~personnel director is hereby directed to devise a policy and procedure for enforcement of the provisions of this section and further, to develop appropriate penalties for violations of this section, which penalties shall include dismissal for cause.

(95-0230, 2-15-95; Ord. No. 10-0347, 3-17-10)

Sec. 154-42. - Meetings.

When an employee organization requests to meet and confer with ~~the Fulton e~~County, the designated Fulton County representative shall meet at mutually agreed times with the appointed or elected representatives of the employee organization for the mutual purpose of discussing wages, hours, or working conditions, insofar as such may be appropriate under county, state, and federal laws, and the county personnel regulations, policies and procedures.

(90-RCM-661, 8-15-90; Ord. No. 10-0347, 3-17-10)

Sec. 154-43. - ~~Agreements~~Proposals.

An exclusive employee organization may present proposals to Fulton County concerning wages, hours, or working conditions. Whenever such proposals are presented by the exclusive employee organization the designated Fulton County representative shall meet, confer and discuss such proposals with the exclusive employee organization. Upon the completion of discussions, the results shall be reduced to writing and be presented to the appropriate officials which may include administrative, a legislative or other governing body or an elected official for their consideration. in the form of a binding agreement, ordinance, resolution, bill, law or other form required for adoption. Unless and until the writing is adopted as law, any part of an agreed upon proposal in conflict with existing Fulton County laws or regulations shall be void and unenforceable.

(Ord. No. 10-0347, 3-17-10)

**Editor's note**— Ord. No. 10-0347, adopted March 17, 2010, renumbered the former § 154-43 as § 154-44 and enacted a new § 154-43 as set out herein. The historical notation has been retained with the amended provisions for reference purposes.

Sec. 154-44. - Representative of the county.

The ~~personnel director of the county~~ chief human resources officer shall designate a person in the ~~personnel~~ department of human resources management to serve as ~~the Fulton e~~County's representative to meet with employee organizations when appropriate.

(90-RCM-661, 8-15-90; Ord. No. 10-0347, 3-17-10)

See the editor's note to § 154-43.

Secs. 154-45—154-70. - Reserved.

## ARTICLE II. - EMPLOYEE ORGANIZATIONS<sup>[2]</sup>

Footnotes:

--- (2) ---

**State Law reference—** Firefighter's Mediation Act, O.C.G.A. § 25-5-1 et seq.

Sec. 154-36. - Statement of policy.

It shall be the policy of Fulton County to recognize, meet and confer with employee organizations in an orderly manner through a formal, structured process. This policy delineates the methodology used to recognize the organization, the process used to meet and confer with the organization, the methodology used to authorize dues deductions if requested, and the methodology used to pay deducted dues to organizations.

(90-RCM-661, 8-15-90; Ord. No. 10-0347, 3-17-10)

Sec. 154-37. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Community of interests* means a group of employees who share common interests in wages, hours, and other conditions of employment.

*Dues authorization card* means the official finance department form used by an employee to authorize the deduction of dues or political contributions from their payroll checks and the payment of these deductions to a recognized employee organization.

*Eligible employees* means all employees who share a community of interests and who are not:

- (1) In an executive, professional, or administrative position as defined by the Fair Labor Standards Act;
- (2) Directors;
- (3) Department heads;
- (4) Confidential employees who work directly with and report directly to a department head or director;
- (5) Employees who have the actual authority to hire, fire, or discipline; and
- (6) Employees in State funded positions.

All county employees are eligible employees for the Fulton County Employees Association.

*Employee organization* means any legally formed organization recognized by the board of commissioners pursuant to this article and the following organizations already recognized: Fulton County Employees Association; Service Employees International Union; AFSCME Local 1644; Peace Officers Annuity; Southern States PBA; International Brotherhood of Police Officers; and FOP Fulton County Lodge 64.

*Fulton County* means Fulton County, or any officer, agency, department, bureau, division, board or commission thereof, but does not mean a county constitutional or state elected or state appointed official.



(90-RCM-661, 8-15-90; 93-RC-234, 5-19-93; 94-RC-504, 10-19-94; 95-0231, 2-15-95; Ord. No. 10-0347, 3-17-10)

**Cross reference**— Definitions generally, § 101-2.

Sec. 154-38. - Applicability of article.

This policy shall apply to all eligible employees who receive a Fulton County payroll check and any current or future employee organization as defined above.

(90-RCM-661, 8-15-90; Ord. No. 10-0347, 3-17-10)

Sec. 154-39. - Procedures.

- (a) Any eligible employee shall have the right to form and join an employee organization and to meet and confer with Fulton County relative to wages, hours, and working conditions through the exclusive employee organization of their own choosing.
- (b) An organization which desires to be recognized as an employee organization representing eligible employees as their exclusive representative for purposes of this article shall request recognition by the board of commissioners by filing a written request on the organization's letterhead with the county manager. The written request must include the criteria for membership to the organization and the organization's stated mission or purpose. The county manager shall confirm the requesting organization is registered with the State of Georgia or other applicable nationally recognized accrediting or regulatory agency and submit the request to the board of commissioners within 14 days of filing. The board of commissioners may thereafter, in its discretion, recognize the organization as an employee organization under this article. If recognition of the employee organization is granted, the county manager will so notify the director of finance and the employee organization.
- (c) *Repealed and reserved.*
- (d) After recognition, an employee organization shall have the right to meet and confer with Fulton County relative to wages, hours, and working conditions on behalf of the eligible employees who are members of the employee organization.
- (e) *Repealed and reserved.*
- (f) Any eligible employee who receives a Fulton County payroll check may have their member dues deducted from their payroll checks and paid to the employee organization by properly completing the dues authorization card. This deduction will be in force unless employment is terminated, the employee stops deduction, the dues authorization card expires, or the employee organization is no longer recognized by the board of commissioners. The above-mentioned deduction is also conditioned upon the fact that any employee or any official or member of an employee organization individually or collectively will not strike, and will not take part in any strike, sit-down, slow-down, or any interference with the operation of Fulton County by picketing, patrolling, demonstrating, or any stoppage of work, or similar activities. In addition, the deduction of dues is conditioned upon there being no campaigning or soliciting for membership on Fulton County property during working hours except as authorized by the board of commissioners or county manager. The dues deduction shall not be made in the event the wages of an employee for any period of pay, after making all deductions required by law and previously authorized by the employee, is less than the amount of such dues.
- (g) After deducting the cost to Fulton County of implementing such deduction of dues, the director of finance will remit the balance of dues collected to the employee organization, together with a list of names of those employees from whom the dues were collected on the last business day of each month.

(90-RCM-661, 8-15-90; 90-RC-695, 12-15-90; Ord. No. 10-0347, 3-17-10)

Sec. 154-40. - Prohibited discrimination.

There shall be no discrimination against any Fulton County employee because such employee is a member of a recognized employee organization, nor shall such members receive any advantage or preferential treatment of any kind over those employees who are not members of an employee organization. No employee shall be required, as a condition of employment with Fulton County, to become a member of any employee organization.

(90-RCM-661, 8-15-90; Ord. No. 10-0347, 3-17-10)

Sec. 154-41. - Adverse actions and reprisals.

No disciplinary action or other adverse action shall be taken or threatened against any employee, nor shall any employee be intimidated by any supervisor or department head who has the authority to take, direct others to take, recommend, or approve any personnel action as a reprisal for an employee's membership or participation in any employee's organization or union. All members of employee organizations and unions shall be allowed to conduct standard and customary union activities, subject to the employee's compliance with Fulton County's leave policy or prior board of commissioners' approval for attending Fulton County functions. The chief human resources officer is hereby directed to devise a policy and procedure for enforcement of the provisions of this section and further, to develop appropriate penalties for violations of this section, which penalties shall include dismissal for cause.

(95-0230, 2-15-95; Ord. No. 10-0347, 3-17-10)

Sec. 154-42. - Meetings.

When an employee organization requests to meet and confer with Fulton County, the designated Fulton County representative shall meet at mutually agreed times with the appointed or elected representatives of the employee organization for the mutual purpose of discussing wages, hours, or working conditions, insofar as such may be appropriate under county, state, and federal laws, and the county personnel regulations, policies and procedures.

(90-RCM-661, 8-15-90; Ord. No. 10-0347, 3-17-10)

Sec. 154-43. - Proposals.

An exclusive employee organization may present proposals to Fulton County concerning wages, hours, or working conditions. Whenever such proposals are presented by the exclusive employee organization the designated Fulton County representative shall meet, confer and discuss such proposals with the exclusive employee organization. Upon the completion of discussions, the results shall be reduced to writing and be presented to the appropriate officials which may include a legislative or other governing body or an elected official for their consideration.

(Ord. No. 10-0347, 3-17-10)

**Editor's note**— Ord. No. 10-0347, adopted March 17, 2010, renumbered the former § 154-43 as § 154-44 and enacted a new § 154-43 as set out herein. The historical notation has been retained with the amended provisions for reference purposes.

Sec. 154-44. - Representative of the county.

The chief human resources officer shall designate a person in the department of human resources management to serve as Fulton County's representative to meet with employee organizations when appropriate.

(90-RCM-661, 8-15-90; Ord. No. 10-0347, 3-17-10)

See the editor's note to § 154-43.

Secs. 154-45—154-70. - Reserved.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0314

**Meeting Date:** 4/16/2025

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

Request approval of a Resolution authorizing the implementation of a pilot program for the reimbursement of child care expenses. **(Pitts)**

1 **A RESOLUTION AUTHORIZING THE IMPLEMENTATION OF A PILOT PROGRAM**  
2 **FOR THE REIMBURSEMENT OF CHILD CARE EXPENSES.**  
3

4 **WHEREAS**, the Fulton County Board of Commissioners (“BOC”) recognizes that  
5 employees play a critical role in the services provided by and the operations of Fulton  
6 County Government; and

7 **WHEREAS**, the BOC endeavors to offer benefits that attract and retain quality  
8 employees and support employees and their families; and

9 **WHEREAS**, intermittently over the years, Fulton County has offered child care  
10 benefits to employees, most recently pursuant to Resolution No. 21-0163; and

11 **WHEREAS**, the BOC desires to explore options for the provision of child care  
12 benefits; and

13 **WHEREAS**, Fulton County currently has sufficient funds in the 2025 budget to  
14 support a pilot program for the reimbursement of child care expenses; and

15 **WHEREAS**, the implementation of a pilot program will provide Fulton County data  
16 regarding employees’ use of the reimbursement of child care expenses benefit; and

17 **WHEREAS**, the implementation of a pilot program that encourages employees to  
18 use nearby child care facilities will also spur economic activity in and around downtown  
19 Atlanta; and

20 **WHEREAS**, a survey conducted by the Department of Human Resources  
21 Management revealed that 166 employees would consider participating in a program of  
22 this nature as child care related costs are averaging about \$1,600 monthly per child; and

23 **WHEREAS**, the Fulton County Board of Commissioners has authority, pursuant to  
24 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt and amend  
25 reasonable ordinances, resolutions, or regulations relating to its affairs for which no



1 provision has been made by general law and which is not inconsistent with the Georgia  
2 Constitution or any local law applicable thereto.

3 **NOW THEREFORE BE IT RESOLVED**, the County Manager, in consultation with  
4 the Chief Financial Officer and Chief Human Resources Officer, is authorized to  
5 implement a pilot program for the reimbursement of child care expenses for the period of  
6 July 1, 2025 through December 31, 2025 and to establish forms, protocols and/or policies  
7 necessary for the implementation of the pilot program.

8 **BE IT FURTHER RESOLVED**, that the pilot program for the reimbursement of  
9 child care expenses is available to benefits-eligible employees in Fulton County funded  
10 positions, and State employees in State funded positions are excluded.

11 **BE IT FURTHER RESOLVED**, that the pilot program for the reimbursement of  
12 child care expenses may permit reimbursement up to \$500 per month per employee in  
13 year 2025 upon satisfactory proof of the expense as determined by the Finance  
14 Department.

15 **BE IT FURTHER RESOLVED**, that the pilot program for the reimbursement of  
16 child care expenses is encouraged to support use of child care facilities in and around the  
17 Fulton County Government Center and therefore is available for child care expenses  
18 originating from the following child care facilities within a 1.5 mile radius of the Fulton  
19 County Government Center: Bright Horizons, Capitol Hill Child Enrichment, Carol's  
20 Daughter Learning Center, Kidazzle Child Care Inc-Atlanta Federal Center, Primrose  
21 School of Grant Park, and any other child care facility within the same distance if approved  
22 by the Chief Human Resources Officer.

**BE IT FURTHER RESOLVED**, the County Manager, in consultation with the Chief Financial Officer and Chief Human Resources Officer, is authorized to implement a separate child care program in close proximity to the Rice Street Jail with an emphasis on retaining and recruiting officers assigned to the jail.

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

**SO PASSED AND ADOPTED**, this \_\_\_\_\_ day of April, 2025.

**FULTON COUNTY BOARD OF COMMISSIONERS**

**Sponsored by:**

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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

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**Agenda Item No.:** 25-0315

**Meeting Date:** 4/16/2025

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

Request approval of a Resolution expanding the Adult Day Health Program provided by Fulton County's Department of Senior Services to be accessible to employees; and for other purposes.  
**(Pitts)**

1 **A RESOLUTION EXPANDING THE ADULT DAY HEALTH PROGRAM**  
2 **PROVIDED BY FULTON COUNTY’S DEPARTMENT OF SENIOR SERVICES**  
3 **TO BE ACCESSIBLE TO EMPLOYEES; AND FOR OTHER PURPOSES.**  
4

5 **WHEREAS**, Fulton County, through the Department of Senior Services, operates  
6 the Adult Day Health Program which serves the needs of seniors who may have  
7 physical and/or cognitive limitations; and

8 **WHEREAS**, seniors in the Adult Day Health Program receive meals, health  
9 monitoring and person-centered activities in a safe and nurturing environment; and

10 **WHEREAS**, Fulton County is the only metro-Atlanta county that provides adult  
11 day care services; and

12 **WHEREAS**, the Adult Day Health Program is currently available to Fulton County  
13 residents only; and

14 **WHEREAS**, Fulton County also operates Senior Multipurpose Centers which are  
15 available to non-Fulton County residents pursuant to Fulton County’s Senior  
16 Multipurpose Facilities Non-Resident Fee Policy and Procedure (No. 200-23) adopted  
17 on June 15, 2005; and

18 **WHEREAS**, the Fulton County Board of Commissioners (“BOC”) recognizes that  
19 employee caregivers serve a vital role with Fulton County and with their senior loved  
20 ones who rely on them for day-to-day care and supervision; and

21 **WHEREAS**, Fulton County, established Fulton County Employee Caregivers in  
22 the Workplace to support employees who may be emotionally and physically  
23 overwhelmed as a result of caring for a loved one; and

24 **WHEREAS**, the BOC wishes to offer additional support to employee caregivers  
25 by expanding access to the Adult Day Health Program to include employees in Fulton

1 County funded positions, regardless of their county of residence, and offering them the  
2 opportunity to enroll seniors in their care to participate in the same manner as Fulton  
3 County residents.

4 **NOW THEREFORE BE IT RESOLVED**, that the Fulton County Board of  
5 Commissioners hereby expands access to the Adult Day Health Program to employees  
6 in Fulton County funded positions, regardless of their county of residence, such that  
7 seniors in their care may participate, subject to the same rates, fees, application  
8 process, availability, and rules as Fulton County residents.

9 **BE IT FURTHER RESOLVED**, that this Resolution does not apply to or expand  
10 access to the Adult Day Health Program to State employees in State funded positions.

11 **BE IT FURTHER RESOLVED**, that this Resolution shall not affect the availability  
12 of Senior Multipurpose Centers to non-Fulton County residents as provided in Fulton  
13 County's Senior Multipurpose Facilities Non-Resident Fee Policy and Procedure (No.  
14 200-23).

15 **BE IT FURTHER RESOLVED**, that the Department of Senior Services is  
16 authorized to establish a process for verifying the employment status of individuals to  
17 comply with this Resolution.

18 **BE IT FINALLY RESOLVED**, that this Resolution will take effect upon its  
19 adoption, and that all policies, ordinances, resolutions, and parts of policies, ordinances  
20 and resolutions in conflict with this Resolution are hereby repealed to the extent of such  
21 conflict.

22 **SO PASSED AND ADOPTED**, this \_\_\_\_ day of April, 2025.



**FULTON COUNTY BOARD  
OF COMMISSIONERS**

**Sponsored by:**

\_\_\_\_\_  
Robert L. Pitts, Chairman (At-Large)

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Y. Soo Jo, County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0316

**Meeting Date:** 4/16/2025

---

### 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:**

**Department Issues/Concerns:**

**Fiscal Impact / Funding Source**

**Funding Line 1:**

n/a





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0317

**Meeting Date:** 4/16/2025

---

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

Discussion and approval of Payroll Deductions for Employee Organizations **(Pitts)**







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0318

**Meeting Date:** 4/16/2025

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

Discussion: Tax Assessment and Billing Update **(Ellis)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0319

**Meeting Date:** 4/16/2025

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

Discussion: Library Parking **(Ellis)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0320

**Meeting Date:** 4/16/2025

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

Discussion: Clerk of Court Passport Fees: Disclosure and Reporting **(Ellis)**