

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

May 7, 2025
10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**25-0322 Board of Commissioners**

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

25-0323 Clerk to the Commission

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Mary Berry Appreciation Day." **(Arrington)**
April 12, 2025

Proclamation recognizing "Tashera Simmons Appreciation Day." **(Arrington)**
April 15, 2025

Proclamation recognizing "U.S. Treasurer Brandon Beach Appreciation Day."
(Thorne)
April 22, 2025

Proclamation recognizing "Lynne Riley Appreciation Day." **(Thorne)**
April 22, 2025

Proclamation recognizing "City of South Fulton SGA and FBLA Executive Board Members Appreciation Day." **(Arrington)**
April 22, 2025

Proclamation recognizing "Proclamation recognizing "Eagle Scout Arjun Sanjay Appreciation Day." **(Thorne)**
April 26, 2025

Proclamation recognizing "Eagle Scout Arjun Sanjay Appreciation Day." **(Thorne)**
April 26, 2025

Proclamation recognizing "Walker Tabernacle Baptist Church Appreciation Day."
(Arrington/Abdur-Rahman)
April 27, 2025

Proclamation recognizing "Bishop Lavor Troy Sanders Remembrance Day."
(Arrington)
May 2, 2025

Commissioners' District Board Appointments**25-0324 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

Shawn Hanley (**Ellis**)

Vice-Chairman Ellis has nominated Isaiah Ike Yancy for a District appointment to a term ending December 31, 2027.

25-0325 Board of Commissioners

BELTLINE TAX ALLOCATION DISTRICT (TAD) ADVISORY COMMITTEE

Fulton County Board of Commissioners is responsible for appointing 10 members.

Term = 2 years, with such term commencing upon approval of the Atlanta City Council. No member shall serve more than 3 consecutive 2 year terms.

Term below expired: 12/31/2022

Vacant (**Thorne**)

Commissioner Thorne has nominated Jeff Mullavey for a District appointment to a two-year term, commencing upon approval of the Atlanta City Council.

25-0326 Board of Commissioners**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROCESS
CITIZEN REVIEW PANEL**

The CDBG Allocation Process Citizen Review Panel shall consist of fourteen (14) citizens. Each Commissioner shall appoint two (2) members from his/her district for a two (2) year term, subject to ratification by the Board of Commissioners. Such term shall not extend beyond the term set for the Commissioner who made the appointment. Panel members may be reappointed to serve additional terms.

Term = 2 years

Term below expired: 12/31/2015

Vacant (**Thorne**)

Commissioner Thorne has nominated Tais Keyser for a District appointment to a term ending December 31, 2025.

25-0327 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: 12/31/2021

Vacant (**Thorne**)

Commissioner Thorne has nominated Tais Keyser for a District appointment to a term ending December 31, 2025.

Open & Responsible Government**25-0328 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of 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 water line easement area at 4430 Webb Bridge Road, Alpharetta, Georgia 30005.

25-0329 Real Estate and Asset Management

Request approval of a Resolution authorizing an Easement Agreement between Fulton County, Georgia (Grantor) and Greystone Power Company (Grantee) for the purpose of installing an electric transformer at 6720 Cedar Grove Road, South Fulton, Georgia; authorizing the Chairman to execute the Easement Agreement and related documents; authorizing the County Attorney to approve the Easement Agreement and related documents as to form and make necessary modifications thereto prior to execution; and for other purposes.

25-0330 Real Estate and Asset Management

Request approval of a Resolution to approve a Facilities Use Agreement between Fulton County, Georgia, and the Atlanta Independent School System for Election Polling Locations; to authorize the Chairman to execute the Facilities Use Agreement and related documents; to authorize the County Attorney to approve the Facilities Use Agreement and related documents as to form and to make modifications as necessary prior to execution. Effective upon approval through December 31, 2025, with four, one-year renewal options.

25-0331 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 8,290 square feet to Fulton County, a political subdivision of the State of Georgia, from Green Implementation Group, LLC, individuals, for the purpose of constructing the Reserve at Newtown Project at 9435 Nesbit Ferry Road, Johns Creek, Georgia 30022.

25-0332 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 1,425 square feet to Fulton County, a political subdivision of the State of Georgia, from D. R. Horton, Inc., for the purpose of constructing the Sherwood Manor Project at 5435 Old National Highway, South Fulton, Georgia 30349.

25-0333 Real Estate and Asset Management

Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Bridges Alpharetta, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 4430 Webb Bridge Road, Johns Creek, Georgia 30005 (the Development).

25-0334 Real Estate and Asset Management

Request approval of a Water Easement Dedication of 16,612 square feet to Fulton County, a political subdivision of the State of Georgia, from WAFKAM Properties, LLC, individuals, for the purpose of constructing the Providence Point Project at 0 Birmingham Highway, Milton, Georgia 30004.

25-0335 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.

25-0336 Human Resources Management

Request approval to modify the classification section of the Classification and Compensation Plan by adding the new title of Apprentice Assistant District Attorney (grade 21) and by changing the salary range of the existing title of Animal Services Coordinator from grade 18 to grade 19.

Health and Human Services**25-0337 Public Works**

Request approval of a change order less than 10% - Public Works, 23RFP052223K-JA, Design-Build Services for Camp Creek Water Reclamation Facility in an amount not to exceed \$300,000.00 with Reeves Young, LLC (ATL, Ga.) to address concrete deficiencies that were discovered within the primary clarifiers once the tanks were emptied. These defects were significantly more deteriorated than initially anticipated. Effective upon BOC approval.

Justice and Safety**25-0338 Superior Court Administration**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County Sheriff's Office and Superior Court Accountability Courts to assign Crime Suppression Investigators to support the programmatic requirements of the drug treatment programs. The initial term of the agreement shall be from the date of BOC approval through June 30, 2030, with nine (5) five-year renewal options, contingent upon the approval by the Sheriff and the Board of Commissioners.

25-0339 Emergency Services

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the Fulton County Schools Police for the provision of the Digital 800 MHz Radio System Access. Effective upon the Board of Commissioners approval through December 31, 2025, with renewal options ending December 31, 2026.

25-0340 Emergency Services

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of College Park for the provision of the Digital 800 MHz Radio System Access. Effective upon the Board of Commissioners approval through December 31, 2025, with renewal options ending December 31, 2026.

25-0341 Emergency Services

Request approval of a Memorandum of Understanding between Fulton County and the Emory Clinic, Inc. (Atlanta, GA) for a Medical Director to provide Administrative and Supervisory Services for the Emergency Medical Dispatch (EMD) Program for the Department of Emergency Services in the amount of \$40,000.00 annually. Effective upon BOC approval through December 31, 2025, with three (3) renewal options ending December 31, 2028.

FIRST REGULAR MEETING AGENDA**25-0342 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

25-0343 Clerk to the Commission

Ratification of Minutes.

First Regular Meeting Minutes, April 2, 2025

Second Regular Meeting Post Agenda Minutes, April 16, 2025

25-0344 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Hakeem Oshikoya Appreciation Day (Retirement)."
(Pitts/BOC)

Proclamation recognizing "Older Americans Month."
(Pitts/Abdur-Rahman/Ivory/BOC)

Proclamation recognizing "Atlanta CASA 30th Anniversary Appreciation Day."
(Ivory/BOC)

Proclamation recognizing "Water Safety Month." (Ivory/BOC)

Proclamation recognizing "Mayor Shirley C. Franklin Appreciation Day (80th Birthday)." (Arrington/Pitts/Ellis/Thorne/Barrett/Ivory)

Proclamation recognizing "Certified Public Managers Appreciation Day."
(Arrington/BOC)

Proclamation recognizing "Mental Health Awareness Month."
(Abdur-Rahman/BOC)

PUBLIC HEARINGS**25-0345 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****25-0346 Finance**

Presentation, review, and approval of the May 7, 2025, Budget Soundings and Resolution.

25-0347 Finance

Request approval to accept the lowest acceptable bid for the County's 2025 Tax Anticipation Notes in the aggregate principal amount of \$275,000,000.00 and approval of an Amendatory and Supplemental Pricing Resolution which authorizes issuance and sale of the \$275,000,000.00 General Fund Tax Anticipation Notes of Fulton County, Georgia, with a maturity date of December 30, 2025.

25-0348 Real Estate and Asset Management

Request approval to extend an existing contract - Department of Real Estate and Asset Management, 17RFP107111K-EC, Project Management Team Services in an amount not to exceed \$660,511.29, with The Joint Venture of Heery International, Inc. and McAfee3 Architects (Heery/McAfee3), to continue to provide without disruption, project management services for the Fulton County Urban Redevelopment Capital Improvement Programs; effective April 1, 2025 to December 31, 2026 or until program completion as determined by the County.

25-0349 Real Estate and Asset Management

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract RFP #030122, Fleet Management Services, in an amount not to exceed \$3,480,325.44 with Enterprise Fleet Management, Inc. (St. Louis, MO), for a lease-purchase program that will deliver 301 new vehicles and includes all scheduled preventive maintenance. Vehicles will be provided under this program for eighteen (18) County agencies [General Fund vehicles: 214, FID/Police: 18, and Public Works: 69] with delivery beginning in FY 2025. This is a 60-month lease-purchase program that will be presented to the Board of Commissioners annually for the annual appropriation of funding for continued use of the program. The program will remain in effect with each yearly approval and is subject to the availability of funding in the adopted County budget over the 5-year lease term. The County Attorney is authorized to approve the lease documents as to form and to make modifications thereto prior to execution.

25-0350 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 25ITB1315442C-JNJ, Preventive and Predictive Maintenance Services for Chillers in the total amount not to exceed \$1,200,000.00 with (A) Daikin Applied Americas Inc. (Minneapolis, MN) in an amount not to exceed \$400,000.00; (B) Mechanical Services, Inc. (Marietta, GA) in an amount not to exceed \$400,000.00; and, (C) Mallory & Evans (Scottsdale, GA) in an amount not to exceed \$400,000.00, to provide standby on-site preventive and predictive maintenance services for chillers on an "as needed" basis for all Fulton County facilities. Effective upon execution of contracts through December 31, 2025, with two renewal options.

25-0351 Real Estate and Asset Management

Request approval of recommended proposals - Department of Real Estate and Asset Management, 24RFP103124C-MH, General Landscaping and Lawn care Services for Countywide Facilities in the total amount not to exceed \$1,628,000.00 with (A) ReIMAGE General Contractors, LLC (Atlanta, GA) in an amount not exceed \$1,350,000.00; and (B) Georgia Green Grounds Care LLC (Marietta, GA) in an amount not to exceed \$278,000.00, to provide on-site landscape/ground maintenance and lawn care services for 108 County-owned sites to include the Fulton County Executive Airport - Charlie Brown Field. Effective upon execution of contracts through December 31, 2025, with two renewal options.

25-0352 Real Estate and Asset Management

Request approval of a recommended proposal - Department of Real Estate and Asset Management, RFP#24RFP143594C-JNJ, Landfill Post Closure Services in the amount not to exceed \$806,000.00 with Atlantic Coast Consulting, Inc. (Roswell, GA), to provide landfill post closure services at Merk Miles and Morgan Falls Landfills for Fulton County. Effective upon execution on contract through December 31, 2025, with two (2) one-year renewal options.

25-0353 Human Resources Management

Request approval of an amendment to the Pregnant Worker Fairness Act Policy ("PWFAP") - Department of Human Resources Management and the Department of Diversity and Civil Rights Compliance (DCRC). Originally adopted via Resolution #23-0884 in December 2023.

Arts and Libraries**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. **(HELD ON 4/16/25)**

Health and Human Services**25-0354 Community Development**

Request approval of a recommended proposal - Department of Community Development, 25RFP247583B-EC, Housing Rehabilitation Program in an amount not to exceed \$860,341.54 with Meals on Wheels, Inc. (Atlanta, GA), to provide housing rehabilitation services including general program administration, marketing, customer relations, applicant screening and qualification, project management, contractor oversight and reporting. Effective upon BOC approval through December 31, 2025 with two renewal options.

25-0355 Public Works

Request approval to increase the spending authority - Department of Public Works, 22ITBC077A-KM, Landscaping Restoration Services, in an amount not to exceed \$13,192.30, with Mariani Enterprises, LLC d.b.a. Ed Castro (Roswell, GA), to provide design, fertilizing, and planting services in North and South Fulton. Effective upon BOC approval through December 31, 2025.

25-0356 Public Works

Request approval to increase the spending authority - Department of Public Works, 23ITBC100523A-KM, Water Meters in an amount not to exceed \$79,567.34 with Delta Municipal Supply Company (Braselton, GA), to provide water meters. Effective upon BOC approval.

COMMISSIONERS' ACTION ITEMS**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 AND 4/16/25)**

25-0357 Board of Commissioners

Request approval of a Resolution approving an Agreement between Fulton County, the Fulton County Tax Commissioner, and the City of Union City to provide billing and collection services concerning Municipal Ad Valorem Taxes; authorizing the Chairman to execute said Agreement; authorizing the County Attorney to approve said Agreement as to form and to make modifications thereto prior to execution by the Chairman; and for other related purposes. **(Arrington)**

25-0358 Board of Commissioners

Request approval of a Resolution approving an Agreement between Fulton County, the Fulton County Tax Commissioner, and the City of Palmetto provide billing and collection services concerning Municipal Ad Valorem Taxes; authorizing the Chairman to execute said Agreement; authorizing the County Attorney to approve said Agreement as to form and to make modifications thereto prior to execution by the Chairman; and for other related purposes. **(Arrington)**

25-0359 Board of Commissioners

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton County Code of Ordinances to modify Section 101-66 (b)(3) to discontinue e-mailed public comments; and for other purposes. **(Thorne)**

25-0360 Board of Commissioners

Request approval of a Resolution to establish supplemental funding for overtime pay and other incentives intended to promote increased staffing and retention of Detention Officers and Sheriff's Deputies whose full time role is to provide detention services in Fulton County Jail facilities; and for other purposes. **(Ellis)**

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**25-0361 Board of Commissioners**

Discussion: Opportunities to generate market rate rental revenue for vacant and underutilized office space owned and maintained by Fulton County. **(Thorne)**

25-0362 Board of Commissioners

Discussion: Library Parking - follow up on designated spaces **(Ellis)**

25-0363 Board of Commissioners

Discussion: Clerk of Court Passport Fees: Disclosure and Reporting update on process and procedures **(Ellis)**

25-0364 Board of Commissioners

Discussion: Update from the County Attorney on progress in addressing the issues at the Fulton County Jail as detailed in the Department of Justice Consent Decree. **(Barrett)**

25-0365 Board of Commissioners

Discussion: Strategies to address the impact to Fulton County of the loss of Federal funding for health and human services. Fulton County has a responsibility for the health and wellbeing of our citizens which will be impacted by the cuts to the CDC and NIH that have already occurred, the proposed cuts to Medicaid and other federal health programs, and the possible loss of health-related grants to Fulton County. **(Barrett)**

EXECUTIVE SESSION**25-0366 Board of Commissioners**

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

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0323

Meeting Date: 5/7/2025

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Mary Berry Appreciation Day.” **(Arrington)**
April 12, 2025

Proclamation recognizing “Tashera Simmons Appreciation Day.” **(Arrington)**
April 15, 2025

Proclamation recognizing “U.S. Treasurer Brandon Beach Appreciation Day.” **(Thorne)**
April 22, 2025

Proclamation recognizing “Lynne Riley Appreciation Day.” **(Thorne)**
April 22, 2025

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April 22, 2025

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April 26, 2025

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April 26, 2025

Proclamation recognizing “Walker Tabernacle Baptist Church Appreciation Day.” **(Arrington/Abdur-Rahman)**
April 27, 2025

Proclamation recognizing “Bishop Lavor Troy Sanders Remembrance Day.” **(Arrington)**
May 2, 2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0328

Meeting Date: 5/7/2025

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, a political subdivision of the State of 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 water line easement area at 4430 Webb Bridge Road, Alpharetta, Georgia 30005.

Requirement for Board Action

Fulton County is authorized to grant an encroachment on its water line 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, Alpharetta, 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 the County's existing waterline 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 Fulton County's 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 the County's waterline easement as referenced and recorded in Deed Book 68710, Page 187.

At the request of Bridges Alpharetta, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 15 square feet, and confirmed that Fulton County's water 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 water service line while granting the property owner the conditional approval to install stormwater infrastructure within Fulton County's water easement area.

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

Project Implications: Approval of this agreement will not impact water services or Fulton County's access to the onsite water service line for necessary maintenance.

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

Plat Book 65030, Page 127
Deed Book 68710 Page 187

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 (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

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

1.

68710 187

Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book ____ page ____ of Fulton County, Georgia records, as more fully described in Exhibit "A" which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same is more fully described in Exhibit "A".
2.

With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies 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.
3.

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.
4.

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.
5.

Owner shall perform all work on the Private Improvements in a good and workmanlike manner and in compliance with all applicable governmental, laws, ordinances, and regulations.
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

Standard Water Indemnification Agreement 08.2024

improvements when needed to protect the health, safety and general welfare of the public.

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, 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 solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by 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.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions 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.

This License and 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: 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

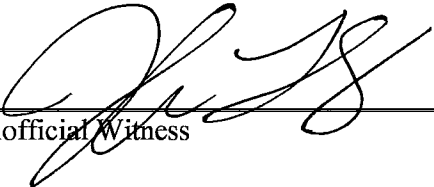
Re: 1 District 1 Section, Land Lot(s) 125

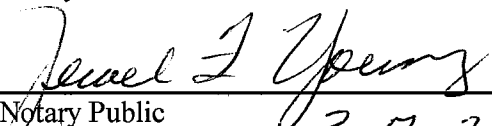
Parcel Number: 11 034001250519
11 034001250527

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

Signatures:

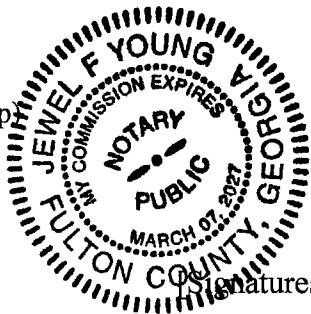
Signed sealed and delivered in the presence of


Unofficial Witness

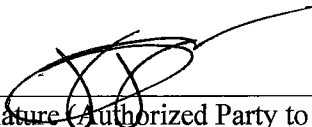

Notary Public
My Commission Expires: 3-7-27

(Notary Seal)

(Notary Stamp)



OWNER Bridges Alpharetta, LLC


Signature (Authorized Party to Bind Owner Entity)

Tori Young Manager
Signatory's Name and Title (printed)

Owner's Address: _____

11770 Haynes Bridge Rd.

Alpharetta, GA 30009

Signatures continued on next page.]

Signed, sealed and delivered this ____ day of _____, 20__ 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]

APPROVED AS TO FORM

ATTEST:

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"

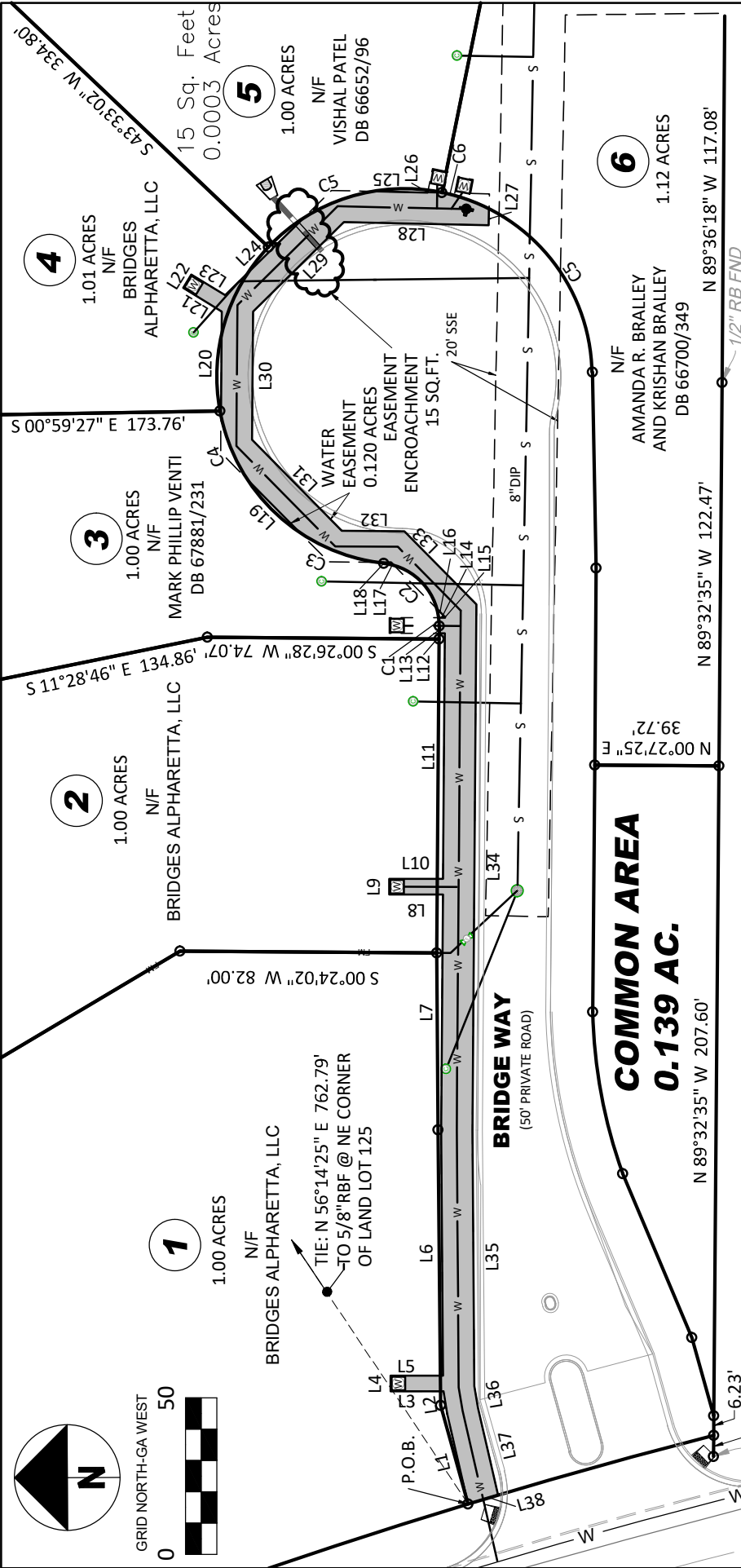
All that tract or parcel of land lying and being in Land Lot 125 of the 1st District, 1st Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

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 246,040 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 and following the 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.).





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0329

Meeting Date: 5/7/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution authorizing an Easement Agreement between Fulton County, Georgia (Grantor) and Greystone Power Company (Grantee) for the purpose of installing an electric transformer at 6720 Cedar Grove Road, South Fulton, Georgia; authorizing the Chairman to execute the Easement Agreement and related documents; authorizing the County Attorney to approve the Easement Agreement and related documents as to form and make necessary modifications thereto prior to execution; and for other purposes.

Requirement for Board Action

Pursuant to O.C.G.A. § 36-9-3, Fulton County is authorized to grant easements without a competitive process. Further, 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.

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: Greystone Power Corporation ("Greystone") has requested that Fulton County execute an Easement Agreement to accommodate planned roadway improvements being

undertaken by the City of South Fulton for their Rivertown Road at Cedar Grove Road Intersection Improvement project.

Access to Fulton County-owned real property is required for the relocation of service lines and the installation of a transformer that once installed will ensure the reliability and safety of electrical services in the area.

The Fulton County Department of Real Estate and Asset Management, DREAM, has reviewed the purposed roadway construction drawings and requested utility easement access and confirmed that the requested location for the utility easement is necessary and least impactful.

Pending approval, the utility easement dedication by Fulton County will be recorded in the public records and will grant Greystone Power Corporation access as necessary to perform construction, maintenance, and upgrades to the onsite electrical equipment and service lines.

Greystone's development regulations require that all utility service connections acknowledge Greystone's access rights in the area(s) in which a connection is being made prior to the installation of electrical equipment into that area. The easement area to be conveyed is in Land Lot 138 of the 7th District of Fulton County, Georgia.

Community Impact: The City of South Fulton's Rivertown Road at Cedar Grove Road Intersection Improvement Project requires the relocation of electrical service lines and the installation of a transformer; approval of the Easement Agreement and related documents are necessary prior to any onsite construction.

Department Recommendation: DREAM recommends approval of the Easement Agreement with Greystone for the purpose of granting legal access to install a transformer and system upgrades onsite at 6720 Rivertown Road, South Fulton, Georgia.

Project Implications: The City of South Fulton's planned roadway project to improve travel safety within the community, requires Greystone Power Company to complete upgrades to their onsite equipment at this Fulton County owned property.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Approval of the requested easement agreement does not involve the payment or receipt of funds.

GreyStone Power Corporation
P.O. Box 897
Douglasville, Georgia 30133-0897

STATE OF GEORGIA
FULTON COUNTY

EASEMENT

This **EASEMENT** is granted and conveyed by **Fulton County, a political subdivision of the State of Georgia**, whose mailing address is 141 Pryor Street SW Suite 7000 Atlanta, Georgia, 30303 (“Grantor”) to **GreyStone Power Corporation, an Electric Membership Corporation**, whose post office address is P.O. Box 897, Douglasville, Georgia, 30133 (“Grantee”), as of this ____ day of _____, 2025. The terms Grantor and Grantee include each party named if more than one, each party’s respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits. Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the property of Grantor described below (the “Property”) for the following uses and purposes:

Construct and Reconstruct: To install, reinstall, construct, reconstruct, replace, operate, maintain, use, repair, alter, improve, substitute for, extend and remove above ground, surface and underground lines, cables, apparatus and facilities (separately or collectively, the “System”), including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, pads, equipment and appliances, guywires, anchors and stub poles (which anchors and stub poles may be located outside the exterior boundaries of the easement area described herein) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data, TV and communication signals and any other tangible or intangible commodity.

Ingress and Egress: To enter upon the Property through any adjacent property of Grantor at any time for any of the purposes enumerated above.

Maintenance: To keep and maintain the easement area clear, by mechanical or chemical means or otherwise, of all structures, trees, stumps, roots, shrubbery and undergrowth within the area described below. To cut and remove any tree or trees (“danger tree(s)”) outside of the area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and System. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the System. Grantor may cut any such vegetation within the easement area.

Miscellaneous: Grantor warrants and represents that Grantor owns the Property. Grantor covenants and agrees that the System installed incident to this easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

Easement Area: The easement area shall be twenty (20) feet in width and shall be: ten (10) feet on either side of the center line shown on Attachment A annexed hereto and by reference incorporated herein.

Description of Property: All that tract of land, including abutting waterways, streets, roads and highways, being in Land Lot 138, District 07, Fulton County, Georgia, more particularly described as follows:

PARCEL# 07170001380449

The Property of Grantor has an address of 6720 Cedar Grove Road, South Fulton, Georgia 30213.

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, 2025.

Signed, sealed, and delivered this ____ day of _____, 2025 in the presence of:

FULTON COUNTY, a political subdivision of the State of Georgia

Witness

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

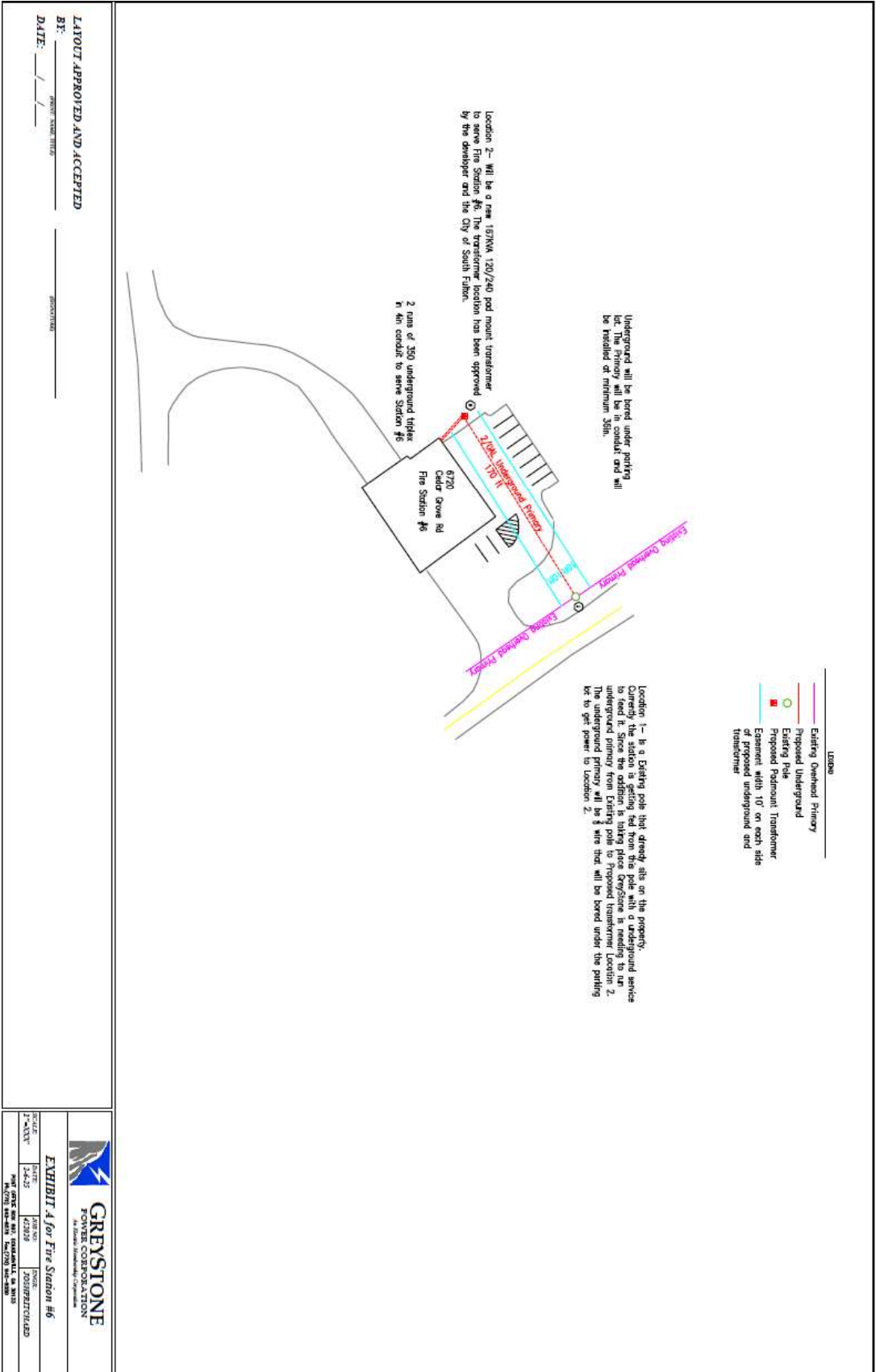
[Notarial Seal]

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

Attachment A



1 A RESOLUTION APPROVING AN EASEMENT AGREEMENT BETWEEN FULTON
2 COUNTY, GEORGIA (GRANTOR) AND GREYSTONE POWER COMPANY
3 (GRANTEE) FOR THE PURPOSE OF INSTALLING AN ELECTRIC TRANSFORMER
4 AT 6720 CEDAR GROVE ROAD, SOUTH FULTON, GEORGIA; AUTHORIZING THE
5 CHAIRMAN TO EXECUTE THE EASEMENT AGREEMENT AND RELATED
6 DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE
7 EASEMENT AGREEMENT AND RELATED DOCUMENTS AS TO FORM AND MAKE
8 NECESSARY MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR
9 OTHER PURPOSES.

10
11 **WHEREAS**, Fulton County, Georgia is a political subdivision of the State of
12 Georgia, existing as such under and by the Constitution, statutes, and laws of the State
13 of Georgia; and

14 **WHEREAS**, Fulton County is the fee simple owner of 6720 Cedar Grove Road,
15 South Fulton located in Land Lot 138 of the 7th District of Fulton County, Georgia (Tax
16 Parcel ID: 07 170001380449) (the "Property"); and

17 **WHEREAS**, Greystone Power Corporation, an electric membership corporation, is
18 committed to maintaining and improving its power infrastructure within the various
19 communities and municipalities that it serves within Fulton County, Georgia; and

20 **WHEREAS**, the Rivertown Road at Cedar Grove Road Intersection Improvement
21 Project (the "Project"), planned by the City of South Fulton, requires Greystone Power
22 Corporation to install a transformer onsite at 6720 Cedar Grove Road, as depicted in
23 Attachment A hereto; and

24 **WHEREAS**, Greystone Power Corporation has requested that Fulton County, as
25 the current owner of the Property, approve and execute an Easement Agreement to grant
26 them easement access to the Property to complete the necessary work for the Project;
27 and

28 **WHEREAS**, the Fulton County Department of Real Estate and Asset
29 Management has reviewed the proposed construction drawings and recommends

1 approval and execution of the Easement Agreement, in substantially the form attached
2 hereto as Attachment B, to Greystone Power Corporation for the purpose of granting
3 easement access to the Property to complete necessary work for the Project; and

4 **WHEREAS**, pursuant to O.C.G.A. § 36-9-3, Fulton County is authorized to grant
5 easements without a competitive process; and

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

9 **NOW THEREFORE BE IT RESOLVED**, that the Fulton County Board of
10 Commissioners of Fulton County, Georgia, hereby approves Fulton County granting the
11 Easement Agreement to Greystone Power Corporation, in substantially the form attached
12 hereto as Attachment B.

13 **BE IT FURTHER RESOLVED**, that the Chairman of the Fulton County Board of
14 Commissioners is authorized and directed to execute and deliver the Easement
15 Agreement and any related documents to Greystone Power Corporation.

16 **BE IT FURTHER RESOLVED**, that the County Attorney is authorized to approve
17 the Easement Agreement and any related documents as to form and make necessary
18 revisions thereto to protect Fulton County's interests prior to execution.

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

1 **SO PASSED AND ADOPTED**, this ____ day of _____ 2025.

2
3
4 **FULTON COUNTY BOARD OF**
5 **COMMISSIONERS**
6

7
8
9 _____
10 Robert L. Pitts, Chairman (At-Large)

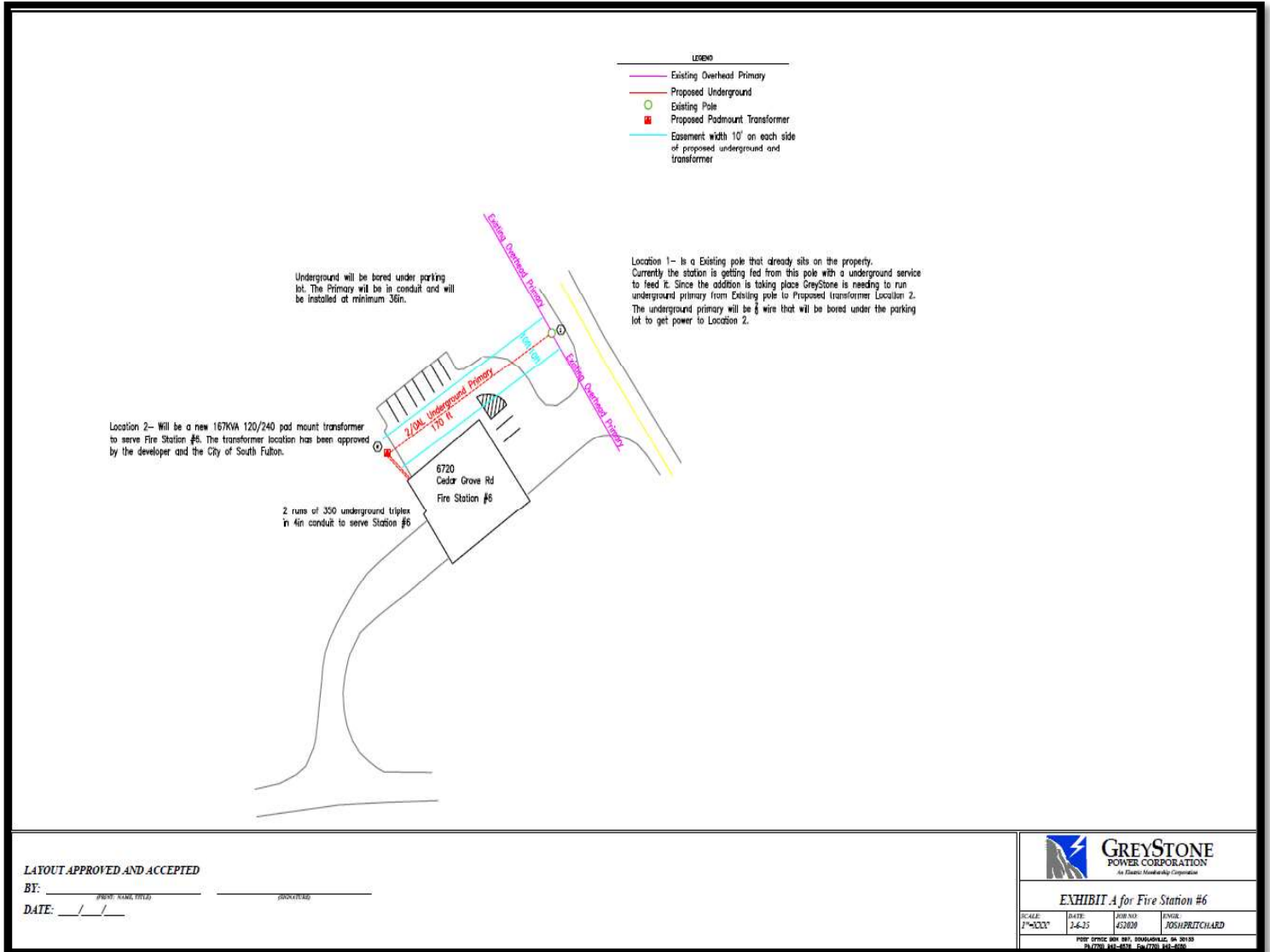
11
12
13 **ATTEST:**
14

15
16
17 _____
18 Tonya R. Grier
19 Clerk to the Commission
20
21

22
23 **APPROVED AS TO FORM:**

24
25 _____
26 Y. Soo Jo, County Attorney
27

ATTACHMENT A



ATTACHMENT B
Form of Easement Agreement

1 A RESOLUTION APPROVING AN EASEMENT AGREEMENT BETWEEN FULTON
2 COUNTY, GEORGIA (GRANTOR) AND GREYSTONE POWER COMPANY
3 (GRANTEE) FOR THE PURPOSE OF INSTALLING AN ELECTRIC TRANSFORMER
4 AT 6720 CEDAR GROVE ROAD, SOUTH FULTON, GEORGIA; AUTHORIZING THE
5 CHAIRMAN TO EXECUTE THE EASEMENT AGREEMENT AND RELATED
6 DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE
7 EASEMENT AGREEMENT AND RELATED DOCUMENTS AS TO FORM AND MAKE
8 NECESSARY MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR
9 OTHER PURPOSES.

10
11 WHEREAS, Fulton County, Georgia is a political subdivision of the State of
12 Georgia, existing as such under and by the Constitution, statutes, and laws of the State
13 of Georgia; and

14 WHEREAS, Fulton County is the fee simple owner of 6720 Cedar Grove Road,
15 South Fulton located in Land Lot 138 of the 7th District of Fulton County, Georgia (Tax
16 Parcel ID: 07 170001380449) (the "Property"); and

17 WHEREAS, Greystone Power Corporation, an electric membership corporation, is
18 committed to maintaining and improving its power infrastructure within the various
19 communities and municipalities that it serves within Fulton County, Georgia; and

20 WHEREAS, the Rivertown Road at Cedar Grove Road Intersection Improvement
21 Project (the "Project"), planned by the City of South Fulton, requires Greystone Power
22 Corporation to install a transformer onsite at 6720 Cedar Grove Road, as depicted in
23 Attachment A hereto; and

24 WHEREAS, Greystone Power Corporation has requested that Fulton County, as
25 the current owner of the Property, approve and execute an Easement Agreement to grant
26 them easement access to the Property to complete the necessary work for the Project;
27 and

28 WHEREAS, the Fulton County Department of Real Estate and Asset
29 Management has reviewed the proposed construction drawings and recommends

1 approval and execution of the Easement Agreement, in substantially the form attached
2 hereto as Attachment B, to Greystone Power Corporation for the purpose of granting
3 easement access to the Property to complete necessary work for the Project; and

4 **WHEREAS**, pursuant to O.C.G.A. § 36-9-3, Fulton County is authorized to grant
5 easements without a competitive process; and

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

9 **NOW THEREFORE BE IT RESOLVED**, that the Fulton County Board of
10 Commissioners of Fulton County, Georgia, hereby approves Fulton County granting the
11 Easement Agreement to Greystone Power Corporation, in substantially the form attached
12 hereto as Attachment B.

13 **BE IT FURTHER RESOLVED**, that the Chairman of the Fulton County Board of
14 Commissioners is authorized and directed to execute and deliver the Easement
15 Agreement and any related documents to Greystone Power Corporation.

16 **BE IT FURTHER RESOLVED**, that the County Attorney is authorized to approve
17 the Easement Agreement and any related documents as to form and make necessary
18 revisions thereto to protect Fulton County's interests prior to execution.

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

SO PASSED AND ADOPTED, this ____ day of _____ 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman (At-Large)

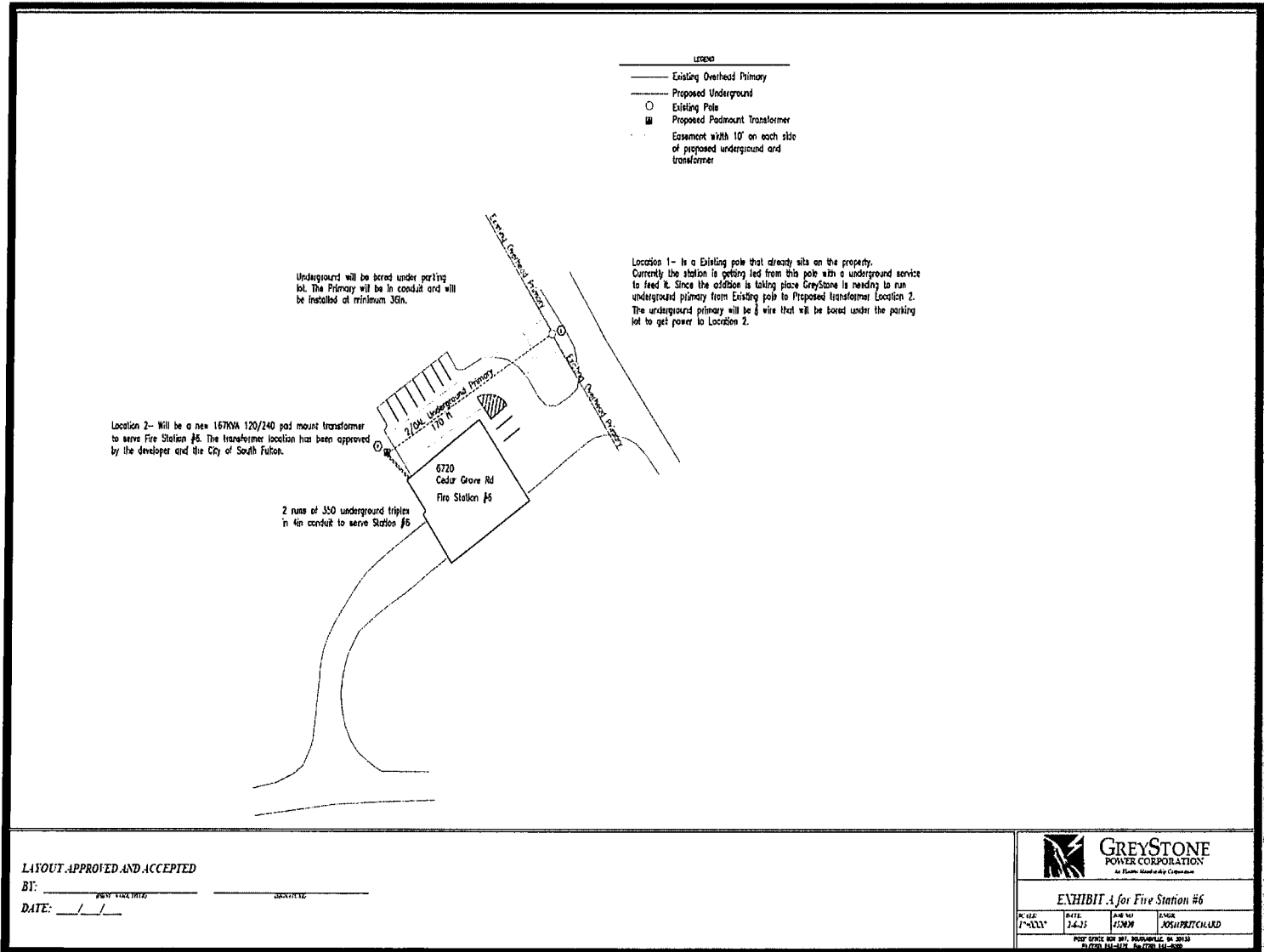
ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

ATTACHMENT A



ATTACHMENT B
FORM OF EASEMENT AGREEMENT

GreyStone Power Corporation
P.O. Box 897
Douglasville, Georgia 30133-0897

STATE OF GEORGIA
FULTON COUNTY

EASEMENT

This **EASEMENT** is granted and conveyed by **Fulton County, a political subdivision of the State of Georgia**, whose mailing address is 141 Pryor Street SW Suite 7000 Atlanta, Georgia, 30303 ("Grantor") to **GreyStone Power Corporation, an Electric Membership Corporation**, whose post office address is P.O. Box 897, Douglasville, Georgia, 30133 ("Grantee"), as of this ____ day of _____, 2025. The terms Grantor and Grantee include each party named if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits. Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the property of Grantor described below (the "Property") for the following uses and purposes:

Construct and Reconstruct: To install, reinstall, construct, reconstruct, replace, operate, maintain, use, repair, alter, improve, substitute for, extend and remove above ground, surface and underground lines, cables, apparatus and facilities (separately or collectively, the "System"), including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, pads, equipment and appliances, guywires, anchors and stub poles (which anchors and stub poles may be located outside the exterior boundaries of the easement area described herein) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data, TV and communication signals and any other tangible or intangible commodity.

Ingress and Egress: To enter upon the Property through any adjacent property of Grantor at any time for any of the purposes enumerated above.

Maintenance: To keep and maintain the easement area clear, by mechanical or chemical means or otherwise, of all structures, trees, stumps, roots, shrubbery and undergrowth within the area described below. To cut and remove any tree or trees ("danger tree(s)") outside of the area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and System. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the System. Grantor may cut any such vegetation within the easement area.

Miscellaneous: Grantor warrants and represents that Grantor owns the Property. Grantor covenants and agrees that the System installed incident to this easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

Easement Area: The easement area shall be twenty (20) feet in width and shall be: ten (10) feet on either side of the center line shown on Attachment A annexed hereto and by reference incorporated herein.

Description of Property: All that tract of land, including abutting waterways, streets, roads and highways, being in Land Lot 138, District 07, Fulton County, Georgia, more particularly described as follows:

PARCEL# 07170001380449

The Property of Grantor has an address of 6720 Cedar Grove Road, South Fulton, Georgia 30213.

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, 2025.

Signed, sealed, and delivered this ____ day of _____, 2025 in the presence of:

FULTON COUNTY, a political subdivision of the State of Georgia

Witness

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

[Notarial Seal]

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0330

Meeting Date: 5/7/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution to approve a Facilities Use Agreement between Fulton County, Georgia, and the Atlanta Independent School System for Election Polling Locations; to authorize the Chairman to execute the Facilities Use Agreement and related documents; to authorize the County Attorney to approve the Facilities Use Agreement and related documents as to form and to make modifications as necessary prior to execution. Effective upon approval through December 31, 2025, with four, one-year renewal options.

Requirement for Board Action

According to O.C.G.A. § 36-60-13, each county or municipality in this state shall be authorized to enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods materials, real and personal property, services and supplies and O.C.G.A. § 36-10-1 requires that all contracts entered into by the county governing authority with other persons in behalf of the county shall be in writing and entered on its minutes.

Strategic Priority Area related to this item

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 Fulton County Department of Registration and Elections and the Department of

Real Estate and Asset Management (DREAM) have negotiated mutually acceptable terms with Atlanta Independent School System to utilize multiple Atlanta Public School properties as polling locations when elections are held in the County.

An agreement between Fulton County and the Atlanta Independent School System, operating as Atlanta Public Schools, is being implemented to formalize the terms in which Fulton County's Department of Elections will be permitted access and use of select school facilities as polling locations. During the initial Facilities Use Agreement term and all permitted renewal terms of the Facilities Use Agreement, Fulton County will be allowed to manage and conduct national, state, county, and municipal elections.

The initial term of the Facility Use Agreement shall become effective upon the approval of the Fulton Board of Commissioners and the agreement has four (4) optional one-year renewal periods. Fulton County will not be required to make rental payments during the initial or any permitted renewal term of the agreement. Approval of the Fulton County Board of Commissioners is being requested to formally acknowledge acceptance of the terms included in the Facilities Use Agreement with Atlanta Independent School System.

Community Impact: Multiple Atlanta Public School facilities have been identified to ensure easy access to polling locations for voters within Fulton County. Approval of the Facilities Use Agreement is necessary for continued use of select Atlanta Public School facilities as polling locations when elections are held in Fulton County.

Department Recommendation: The Department of Real Estate and Asset Management and the Department of Registration and Elections recommend approval of a Facilities Use Agreement with the Atlanta Independent School System for continued use of select school facilities as polling locations.

Project Implications: Approval of a Facilities Use Agreement with the Atlanta Independent School System is necessary to formalize the terms of use and occupancy of select Atlanta Public School facilities as polling locations.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Incidental billings for use of Atlanta Public School Facilities will be funded through the current FY25 budget of Registration and Elections.

1. Funding line: 100-265-2654-1121 \$1,064 - JUNE APS poll site custodial and security expense

estimate

2. Funding line: 100-265-2655-1121 - \$1,064 - JULY APS poll site custodial and security expense estimate

Fulton County, Georgia

(Fulton County Department of Registrations and Elections)

FACILITIES USE AGREEMENT FOR POLLING LOCATIONS

THIS FACILITIES USE AGREEMENT (the “**Agreement**”), made and entered into as of this ____ day of _____, 2025 (the “**Effective Date**”), by and between **Fulton County, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its authorized officials signing below (hereinafter referred to as “Fulton County”), and the **ATLANTA INDEPENDENT SCHOOL SYSTEM**, an independent school system chartered by an Act of the Georgia General Assembly, managed and controlled by the Atlanta Board of Education, acting by and through its authorized officials signing below (hereinafter referred to as “**APS**”).

Background Information

- A. APS owns certain real properties located, as designated on Attachment A, in Fulton County, Georgia (each a “**School Property**” and collectively, the “**School Properties**”), on which certain schools (each a “**School**” and collectively, the “**Schools**”) are located.
- B. The applicable Gym(s), Cafeteria(s), Chorus Room(s), Lobby(ies), and/or Atrium(s) located on the interior of each School Property, as specified on Attachment A are hereinafter referred to collectively as the “**Polling Areas**”.
- C. APS and Fulton County desire to enter into this Agreement to provide for the joint use of the Polling Areas by APS and Fulton County for the limited purposes set forth herein.

Agreement

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, APS and Fulton County hereby agree as follows:

- 1. **Use of Polling Areas by Fulton County.** APS hereby grants Fulton County the right to use the Polling Areas designated on Attachment A during the Term of this Agreement on the following terms and conditions and solely for the purposes outlined herein:
 - a. **Designation of Polling Areas.** APS shall have the right to designate the School Properties at which Polling Areas are to be used by Fulton County as polling locations, and the specific Polling Areas to be used within such School Properties, in its own discretion in accordance with the procedures outlined below. Attachment A sets forth the list of School Properties and Polling Areas applicable to the Initial Term. In no event shall Fulton County’s use or access extend beyond the designated Polling Areas into the remainder of the School or School Property; provided, however, that Fulton County shall have the right to use certain common areas of the School Properties (parking lots, walkways, sidewalks, corridors, stairwells, restrooms and elevators) as designated by APS where necessary in connection with the use of the designated Polling Areas. APS shall not provide keys for School Properties or Polling Areas to Fulton County.

APS delegates to the Superintendent of Atlanta Public Schools or his/her designee the authority to amend the list of School Properties on Attachment A and determine the School Properties within which Polling Areas are to be used for the Initial Term and any Renewal Terms (as defined below) for and on behalf of APS. Annually by January 1 of each Renewal Term of this Agreement, APS and Fulton County shall finalize a list of the School Properties and Polling Areas within the same to be used as polling locations for all elections to occur in the following 15 months on dates provided by Fulton County (the “**Election Days**”), including potential runoff elections. Beginning each October prior to each January 1, the parties agree to consult with one another in good faith to begin preparing such list of School Properties and Polling Areas. Any revision to Attachment A approved by the parties in writing shall replace and supersede the existing Attachment A.

Fulton County expressly acknowledges that both planned and unforeseen school construction and renovation projects may cause certain School Properties to become unavailable for use as polling sites throughout the Initial Term or applicable Renewal Term. Fulton County will work in good faith with APS to select alternate locations in the event such sites become unavailable.

b. Poll Manager Supply Pickup. In addition to use of Polling Areas as polling locations, Fulton County shall have the right to request the use of certain Polling Areas designated by APS on the Sunday prior to each Election Day for the purpose of poll manager supply pickup related to each such Election Day (the “**Supply Pickup Location**”), subject to all terms and conditions of this Agreement. The currently designated Supply Pickup Location is referenced on Attachment A attached hereto.

c. School Activities; Standardized Testing. Fulton County’s use of Polling Areas as polling places, including setup and breakdown related thereto, shall not substantially interfere with the primary use of such property or the remaining portions of each School Property for educational purposes by APS. Other than on an Election Day when voting by Fulton County residents is scheduled to occur, APS expressly reserves priority to use the Polling Areas for school activities, including extracurricular activities, from 7:00 a.m. until 6:00 p.m., Monday through Friday, during each Academic Year during the Term of the Agreement. As used herein, the term “**Academic Year**” shall be defined by APS on an annual basis. Further, even on any Election Day, educational use of the Polling Areas shall take priority over any use by Fulton County on days set aside by APS for standardized testing of students, and APS shall have the right to restrict or deny use of Polling Areas as polling places on such days; this is pursuant to State law requiring that polling not substantially interfere with the use of these facilities for the purpose for which they are primarily intended.

d. Election Day Hours. Fulton County shall have the right to use the Polling Areas as designated on Attachment A from 5:00 a.m. through 10:00 p.m. on the Election Days listed on Attachment A when voting by Fulton County residents is scheduled to occur. Attachment A currently lists the Election Days and School Properties designated by APS for the Initial Term, defined below.

e. Equipment Delivery and Setup. Beginning on the Wednesday before each Election Day, Fulton County shall have the right, upon reasonable advance notice to APS (and upon no less than 48 hours’ advance notice for weekend access), to access the Polling Areas to deliver equipment and supplies and perform set up activities in preparation for Election Day as follows: between the hours of 9:00 am to 3:00 pm on Wednesday, Thursday and Friday; and between the hours of 9:00 am to 2:00 pm on Saturday and

Sunday (with Sunday access being for the purpose of Poll Manager pickup). Such access and delivery shall be coordinated between APS and Fulton County. Fulton County shall follow all APS procedures for sign-in and security when accessing Polling Areas on days when school is in session. For access on Saturday and Sunday, Fulton County will compensate APS for a minimum of four (4) hours to have APS staff available during any such delivery and setup at the School Properties serving as Polling Areas.

f. Election Night Check-In. In the event Fulton County requires the after-hours use of the Polling Areas on the day prior to the Election Day for election night check-in purposes, Fulton County may request such use by notifying APS in writing annually by January 1, with such request to include the School Properties, Polling Areas and requested hours of use in an updated Attachment A to be agreed upon pursuant to the procedure outlined in Section 1(a), which updated Attachment A will replace and supersede the then-current Attachment A to this Agreement.

g. Special Elections; Standardized Testing. In the event of a special election or an election outside of the normal election cycle, Fulton County shall provide APS a list of APS School Properties within which it wishes to use Polling Areas as polling places 120 days prior to the special election. Upon approval by APS in writing, the list of APS School Properties within which Fulton County wishes to use Polling Areas for special elections or an election outside of the normal election shall amend and supplement the then-current Attachment A. Educational use of the Polling Areas shall take priority over any use by Fulton County on days set aside by APS for standardized testing of students at the School Properties, and APS shall have the right to restrict or deny use of Polling Areas as polling places on such days; this is pursuant to State law requiring that polling not substantially interfere with the use of these facilities for the purpose for which they are primarily intended.

h. Emergencies. Fulton County acknowledges that as a result of or due to any emergency or evacuation and/or any other unexpected occurrence, the Polling Areas may not be available to Fulton County, notwithstanding the terms of this Agreement. In such event, Fulton County may re-enter Polling Areas and resume elections activities only when granted permission to do so by APS after such emergency or other event has subsided. APS shall have first priority use of the Polling Areas superseding any scheduled or Fulton County use during either the Academic School Year or Non-Academic School Year as long as APS provides six (6) months written notice to Fulton County.

i. Security. Fulton County will provide, at its own costs, law enforcement officers at all School Properties used as polling sites on each Election Day, for the purpose of providing security services in accordance with the requirements of this subsection 1(i). APS shall not be required to provide any law enforcement officers to provide security services on Election Days. However, in the event APS elects, in APS's sole discretion, to provide law enforcement officers at any School Properties used as polling locations on any Election Day in response to a request by Fulton County, Fulton County will reimburse APS its costs for providing such officers. Each officer retained to provide security on Election Days shall be in full duty uniform and employed by a State or local law enforcement agency on a full-time basis, part-time basis, or shall be then serving as a reserve officer, and shall be a Georgia POST-certified law enforcement officer. Officers shall arrive onsite one (1) hour prior to the time voting polls open and remain onsite until 30 minutes after the time the last voter leaves each of the School Properties after polls have closed. In the event that APS elects, in APS's sole discretion, to close schools for a virtual learning day on any Election Day, Fulton County may supply "rover" officers to provide security at multiple School Properties on those days when in-person school is not in session. Fulton County shall

provide to APS in advance of each Election Day the mobile phone number and badge number of the officer assigned to each School Property in accordance with subsection 1(n) below.

j. Parking; Access to Poll Areas. Fulton County shall keep all motorized vehicles off grassed areas at subject School Properties, and parking by the voting public and poll workers shall be limited to designated areas only as directed by the Principal of each school. Fulton County shall be responsible for providing any additional staffing needed to manage entry and exit from the School Property's parking area to and from the Polling Areas at the School Property. Fulton County shall ensure there are sufficient line monitors and poll workers on site at each School Property for the purpose of directing voters to the Polling Areas on Election Days.

k. Compliance with Laws. Fulton County's use of the Polling Areas is expressly subject to and conditioned upon Fulton County's compliance with all federal, state and local laws, ordinances, rules and regulations, including but not limited to Atlanta Board of Education Policy KG, which is hereby incorporated into this Agreement as referenced in Attachment B. In the event of any conflict between the terms of this Agreement and Policy KG the Policy shall control.

l. Food and Drink. Food and/or drink shall be allowed in the School Properties only in accordance with applicable law and only as long as Fulton County's poll officials maintain the area around them and discard food and drinks into trash receptacles which shall be supplied and removed by APS as part of the routine custodial services as defined in Section 3.

m. Change of Polling Place. From time to time, Fulton County may change the polling place from one School Property to another School Property subject to applicable law on providing notice to the public of such change in polling place location and subject the terms of this Agreement including priority of educational use; however, Fulton County shall provide written notice to APS of such change no later than fifteen (15) days prior to the date upon which Fulton County must notify the public of such change in location.

n. Assigned Poll Site Managers and Law Enforcement Officers. No later than thirty (30) days prior to each Election Day, Fulton County shall provide to APS a list of names of poll site managers assigned to each School Property for such Election Day and a list of names, mobile telephone numbers and badge numbers of the law enforcement officers assigned to each School Property for such Election Day. Fulton County shall promptly notify APS in writing in the event of changes, additions, deletions or substitutions to such lists.

2. Term of Agreement. The "Initial Term" of this Agreement shall commence on the Effective Date and shall expire on December 31, 2025. Notwithstanding the foregoing, the Agreement will automatically renew annually on January 1 of each year for four (4) one-year renewal periods (each a "Renewal Term") commencing on the day following the expiration date of the Initial Term or of any subsequent Renewal Term unless APS, in its sole discretion, provides notice of termination sixty (60) days prior to end of the Initial Term or applicable Renewal Term. The Initial Term, together with any Renewal Term exercised, are collectively referred to herein as the "Term".

3. Fees and Expenses; Custodial Services. Fulton County shall pay no usage fees associated with the use of the Polling Areas so long as payment of rent is prohibited by applicable law for the use of schools as polling

sites. If usage fees become payable under applicable law, Fulton County agrees to pay such fees based on the fee schedule posted on the APS Facility Rental webpage. Fulton County acknowledges, from time to time on a periodic basis, APS may change the Facility Use fee schedule. Fulton County will abide by such changes and revised fees.

Notwithstanding the foregoing, Fulton County shall reimburse APS for all costs of routine custodial services at the rate specified herein for each School Property as such costs are incurred in connection with each Election Day. As used herein, the term “**routine custodial services**” shall include, without limitation, APS staff time to unlock and provide access to the School Properties and Polling Areas in connection with each Election Day (including access and supervision for any equipment delivery and polling place set-up by Fulton County in the days prior to each Election Day); the collection of litter and debris from the School Properties and Polling Areas; and following each use, removal of the contents of trash receptacles and restroom cleanup. Notwithstanding the foregoing, Fulton County (and not APS) shall be responsible, following each use, for removal of all Fulton County and voter items. Routine custodial services shall be assessed at a rate of \$35 an hour with a 4-hour minimum. APS shall invoice Fulton County for the routine custodial service fees Fulton County incurs in connection with this Agreement, within ten (10) business days after the end of the last Election Day of each election. APS shall email all invoices to Nadine Williams at the corresponding email address provided in Section 13. Fulton County shall submit payments to APS for routine custodial services within thirty (30) days of receipt of the invoice for services provided.

On occasion, due to unforeseen conditions, Fulton County may notify APS on the day of the elections that the hours may need to be extended past the expected end time of 10:00 p.m. In such event, Fulton County shall pay for all additional janitorial and custodial services past 10:00 p.m. at the rate specified above in addition to fees for services provided prior to 10:00 p.m. for each School Property.

If APS incurs direct costs or expenses solely as a result of the use of School Properties and Polling Areas by Fulton County (not including routine maintenance or utility expenses resulting from the reasonable use of the same) upon APS being made aware of such costs or expenses, APS shall notify Fulton County of such costs or expenses and submit an invoice for the itemized expenses, and Fulton County shall be required to reimburse APS for such costs or expenses within thirty (30) days of receipt of the invoice, in an amount not to exceed \$10,000 per Polling Area.

4. **Signage.** Fulton County shall supply and put in place directional signage on both the interior and exterior of the building at each School Property for the purpose of directing voters to the Polling Areas on Election Days. By no later than 11:00 am on the day following each Election Day, Fulton County shall remove all signage placed by Fulton County and posted (i) in the public rights-of-way fronting any School Property, and (ii) anywhere on the School Property, in connection with any Election Day. In the event Fulton County fails to remove such signage within this timeframe, APS may remove such signage, and all APS staff time incurred in accomplishing such signage removal shall be chargeable to Fulton County and paid within thirty (30) days of invoice.
5. **Utilities.** APS shall pay all water and electric charges for the operation of the School Properties and Polling Areas on Election Days.

6. **Insurance.** The following are the minimum insurance and limits that Fulton County or any third party using or performing work on any portion of the School Property, including any contractor or subcontractor (a “**Third Party**”) must maintain throughout the Initial Term or applicable Renewal Term. If Fulton County or Third Party maintains higher limits than the minimums shown below, APS requires and shall be entitled to the coverage and for the higher limits maintained by the Fulton County or Third Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to APS.

Fulton County shall maintain at a minimum all of the following:

- (a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and fire legal liability, with limits of not less than \$1 million Each Occurrence / \$2 million General Aggregate.
- (b) Automobile Liability with limits not less than \$1 million Per Accident for all owned, non-owned and hired vehicles.
- (c) Umbrella Liability Insurance with limits of liability in excess of Employer’s Liability, Commercial General Liability, and Automobile Liability in the amount of not less than \$3 million.

Fulton County School District shall be named as Additional Insured on the aforementioned policies. The address of the School Property shall be listed on the policy and shown on the face of the certificate of insurance as the covered premises. Fulton County shall also maintain Statutory Workers' Compensation and Employers Liability Insurance under Georgia law with limits of not less than \$1 million Per Accident, for bodily injury and disease, with a waiver of subrogation in favor of APS.

Prior to entering onto the School Property, Fulton County and any Third Party shall submit proof of insurance by submitting a Certificate of Insurance to APS’s Risk Management Department at:

Risk Management Department
Atlanta Public Schools
Attn: Jeff Thomas, Director
E-Mail: jethomas@atlanta.k12.ga.us

Insurance provider(s) for Fulton County and any Third Party shall be licensed to do business in the state of Georgia and shall have an A.M. Best rating of A or greater, and A.M. Best’s Financial Size Category of not less than X.

The obligations of Fulton County and any Third Party to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits any liability of Fulton County or Third Party, whether or not the same is covered by insurance.

APS reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, by providing Fulton County with notice of the same.

Notwithstanding the foregoing, Fulton County shall retain the right to self-fund any and all insurance coverage required by this Agreement except for Worker's Compensation and Employer's Liability Insurance. Nothing herein shall be construed as a waiver of APS's or Fulton County's sovereign immunity and the immunities available to APS and Fulton County officials, officers, employees and agents.

7. **Liability.** Fulton County shall be responsible for the acts and omissions of Fulton County and its agents, contractors, employees, and its invitees; provided that nothing herein shall be construed as a waiver of Fulton County's sovereign immunity and the immunities available to Fulton County officials, officers, employees and agents. Fulton County shall not use the School Property or Polling Areas for any purpose other than for the purpose stated in Section 1 **Use of Polling Areas by Fulton County** hereof. No use shall be made of the School Properties nor acts done on the School Properties which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the School Properties as the premises. Fulton County further agrees not to sell or permit to be kept for use on the School Properties, any article or articles which may be prohibited by the standard form of fire insurance policies. Fulton County will self-insure and maintain, during the Term of this Agreement, insurance coverage for Fulton County's personal property located in the School Properties in an amount not less than full replacement cost of all of Fulton County's personal property located in the School Properties, against direct and indirect loss or damage by fire and all other casualties and risks. Notwithstanding the foregoing, Fulton County shall retain the right to self-fund for any and all insurance coverage required by this Agreement with the exception of Worker's Compensation and Employer's Liability Insurance. APS shall be responsible for the acts and omissions of APS and its agents, contractors, or employees; provided that nothing herein shall be construed as a waiver of APS's sovereign immunity and the immunities available to APS Fulton County officials, officers, employees and agents.
8. **Casualty.** If any of the School Properties are damaged or destroyed during the Term of the Agreement by a casualty loss, APS may elect to rebuild or restore such School Properties, in APS's sole discretion. To the extent possible outside of an emergency to protect health and safety, APS will notify Fulton County of the casualty prior to rebuilding or restoring the damaged property.
9. **Condemnation.** In the event all or any portion of any School Property is condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then all condemnation awards or sales proceeds shall belong to APS, and this Agreement shall terminate as to such property on the date of such condemnation or sale.
10. **Compliance with Laws.** Fulton County shall ensure compliance with all applicable federal, state and local laws, ordinances, rules and regulations in the use of the School Properties and in the running of elections, including but not limited to all applicable election laws. APS shall ensure compliance with all applicable federal, state and local laws, ordinances, rules and regulations in the ownership of the School Properties.
11. **Termination Without Cause; Termination for Default.**
 - a. Either party shall have the right to terminate this Agreement without cause upon sixty (60) days prior written notice.

b. In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies available to such non-defaulting party at law or in equity, have the right to provide written notice to the defaulting party of the intention to terminate this Agreement within thirty (30) days of the written notice if such default is not remedied within the 30 days. Notwithstanding the foregoing, if (i) such default is of such nature that it cannot reasonably be remedied within such thirty (30) day period, (ii) the defaulting party has commenced its efforts to remedy such default within such thirty (30) day period and is diligently and in good faith pursuing such efforts, and (iii) actually remedies such breach within sixty (60) days from the date it first receives notice of default from the non-defaulting party, the non-defaulting party shall not have the right to terminate this Agreement due to such default.

12. **Expiration of Term.**

a. During the Term and upon the expiration of the Term of the Agreement, all fixed and permanent improvements upon the School Property shall be and shall remain the property of APS, free and clear of all liens and encumbrances. Fulton County shall remove portable improvements placed by Fulton County upon any School Property at the close of each Election Day. Except in connection with repairs or replacements, Fulton County covenants not to destroy or remove any APS improvements constructed, or equipment placed upon any School Property, pursuant to this Agreement or otherwise, without the written consent of APS.

b. Upon the end of an Election Day, Fulton County shall promptly vacate all parts of the School Property and shall remove all voting equipment from each School Property no later than 6:00 am on the day after each Election Day; provided, however, that Fulton County must provide a pickup schedule to APS no later than thirty (30) days prior to each Election Day as to the time when Fulton County will arrive to remove the equipment the following morning to allow sufficient time for APS to arrange for a custodian to be on site to grant such access to the Polling Areas for equipment removal.

13. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) certified mail, return receipt required or (ii) delivered personally, including by courier or expedited mail service, or (iii) by e-mail, addressed as follows (or at such address as may be specified from time to time in writing):

If to APS:

Superintendent
Atlanta Public Schools
130 Trinity Ave SW
Atlanta, Georgia 30303
Email: suptoffice@atlanta.k12.ga.us

With a copy to:

Atlanta Independent School System
1631 La France Street
Atlanta, Georgia 30307
Attn: Senior Executive Director of Facilities Services
E-mail: daniel.drake@atlanta.k12.ga.us

And with a copy to:

Atlanta Independent School System

1631 La France Street
Atlanta, Georgia 30307
Attn: Director, Property Management
E-mail: caprice.stokes@atlanta.k12.ga.us

And with a copy to:

Atlanta Independent School System
130 Trinity Avenue
Atlanta, Georgia 30303
Attn: General Counsel
E-mail: Nina.Gupta@parkerpoe.com

If to Fulton County:

Director
Fulton County Department of Registration and Elections
130 Peachtree Street SW
Suite 2186
Atlanta, Georgia 30303
E-mail: nadine.williams@fultoncountyga.gov

With a copy to:

Fulton County
Attention: County Attorney
141 Pryor Street
Suite 4038
Atlanta, Georgia 30303
E-mail: soo.jo@fultoncountyga.gov

With a copy to:

Fulton County
Attention: County Manager
141 Pryor Street
10th Floor
Atlanta, Georgia 30303
E-mail: dick.anderson@fultoncountyga.gov

With a copy to:

Fulton County
Attention: Land Administrator
141 Pryor Street Suite 8021
Atlanta, Georgia 30303
E-mail: michael.graham@fultoncountyga.gov

Notices will be deemed given (i) on the date delivered if delivered personally, or (ii) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail, or (iii) on the day of e-mail transmittal if sent by e-mail. Either party may change its address for notices by providing the other party with written notice of such change in accordance with this provision.

14. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate, title or interest in or to any School Property or portion thereof shall pass out of APS. Neither party shall, without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion, assign its interest in this Agreement or any interest hereunder. Consent to any assignment shall not destroy this provision and any later assignments shall be made likewise only upon the prior written consent of the other party. Any assignee of either party, at the option of the party, shall become directly liable to the other party for all obligations of the assigning party hereunder, but no assignment by either party shall relieve such party of any liability hereunder to the other party.

b. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor or materials, failure or lack of utilities, governmental laws, orders and regulations, riots, insurrection, war, acts of God, inclement weather, or other causes beyond the reasonable control of either party ("**Force Majeure**"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.

c. NEITHER PARTY WILL KNOWINGLY ALLOW FIREARMS, ALCOHOLIC BEVERAGES OR THE USE OF TOBACCO PRODUCTS ON THE SCHOOL PROPERTIES. Fulton County acknowledges that (i) pursuant to O.C.G.A. § 21-2-413(i), no person except peace officers regularly employed by the federal, state, county, or municipal government or certified security guards shall be permitted to carry firearms within 150 feet of any polling place, and (ii) APS has a no firearms, alcoholic beverages and tobacco products policy at its facilities and Fulton County will make every reasonable effort to ensure compliance with said law and policy.

d. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless in writing attached hereto and signed by Fulton County and APS. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

e. Time is of the essence for each and every provision and stipulation of this Agreement.

f. Each party acknowledges that this Agreement has been freely negotiated by both parties, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

g. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded, to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

h. Fulton County shall have no right to construct any improvements on the School Properties owned by APS without APS's consent, which may be withheld in APS's sole

discretion. During the Term, Fulton County shall not demolish any of the facilities located on APS's property.

i. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. This Agreement may be executed and/or transmitted electronically with the same force and effect as an original.

j. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Atlanta or Fulton County, Georgia, in any dispute arising out of this Agreement.

k. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Agreement and the unaffected terms and provisions shall remain in full force and effect. Each covenant, agreement, obligation, or other provision of this Agreement on Fulton County's part to be performed shall be deemed and construed as independent covenants of Fulton County, not dependent on any other provisions of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Fulton County, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier,
Clerk to the Commission (Seal)

APPROVED AS TO FORM

Y. Soo Jo
County Attorney

APPROVED AS TO CONTENT:

Sherri Allen, Chair
Board of Registration & Elections

Nadine Williams, Director
Department of Registration &
Elections

Atlanta Independent School System

By: _____

Name: Erika Y. Mitchell

Title: Board Chair

By: _____

Name: Dr. Bryan Johnson

Title: Superintendent

Attachment A

Exhibit B

Attachment A

[APS to insert list of schools]

School Name	School Property Address	School Contacts (Primary and Secondary)	Polling Area within School	General Voter Entry/Access Door Point	ADA Voter Entry/Access Point	Use Type (Polling Place, Election Night Check-In, or Supply Pickup Location)

Exhibit B

KG Policy

Board Policy KG: Use of School Facilities

The Atlanta Board of Education provides school and administrative facilities for the primary purpose of educating the students of the Atlanta Public Schools (APS). To this end, the first priority for the use of school facilities and grounds shall be reserved for the curricular and extracurricular needs of students and the official business of the Atlanta Public Schools.

Use of APS Facilities by Outside Groups

When APS facilities are not in use for programs operated by APS, the Board encourages the use of Atlanta Public Schools' facilities and grounds for educational, civic, cultural, recreational, artistic and charitable activities and programs to benefit the community, so long as they do not interfere with the instructional program and are in accordance with applicable law. To the extent practical, APS facilities and grounds may be made available for the use of non-school groups with the following priorities.

1. Approved vendors providing services to APS students
2. School-related groups such as Parent-Teacher Associations (PTA), booster clubs, employee organizations, and other student support organizations
3. Official community and business partners of the school or school district
4. Governmental agencies serving residents of the city of Atlanta
5. Non-profit organizations located in or serving residents of the city of Atlanta
6. Businesses located in the city of Atlanta

When not in use by the school or an approved user, the Board welcomes the general public to use generally accessible APS outdoor facilities for non-commercial recreational purposes in accordance with administrative regulations issued by the Superintendent.

Leases of APS Facilities for One (1) Year or More

Facilities which are not in active use by APS or are underutilized, but have not deemed as surplus because APS wishes to retain ownership of and reserve rights for future APS use needs, may be used to house charter schools; or may be leased for one (1) year or longer, as follows:

1. APS may make such facilities available to house charter schools approved by the Atlanta Board of Education in accordance with policy IBB, Charter Schools;

2. APS may lease the facility with the revenues from the lease used by APS to support the instructional programs, support programs and/or operations of APS. Lease terms shall be at market rate. The lessee shall be required to pay for the cost of all utilities.

The Superintendent must bring to the Board leases for a period longer than one (1) year. Unless the Board specifies otherwise when authorizing a lease, any such lease may not extend for a period longer than five (5) years and must include a provision to permit cancellation by the Board on sixty (60) days notice or as negotiated in the lease, if the property is needed for school purposes or the Board decides to surplus and sell the property.

The Board will typically review existing governmental redevelopment plans and seek review and comment from the community normally through the Neighborhood Planning Unit for the area in which the property is located, before leasing a property to another entity for more than one (1) year except when emergency conditions or other deadlines do not allow sufficient time for such review and comment.

Individuals are not eligible to apply to use or lease school facilities or grounds for personal use.

Fees and Conditions for Use or Lease of APS Facilities

In accordance with state law, the Superintendent or his/her designee shall establish a fee or rent structure that enables APS to recoup the costs incurred and benefits bestowed in the use or lease of APS facilities by non-school or school-related groups. The fee or rent structure may also allow for fee or rent waivers under circumstances approved by the Superintendent or his/her designee or as otherwise allowed or required by law. The Superintendent is authorized to execute such leases for a period of up to one (1) year. Leases shall not be authorized to organizations seeking to locate a third party school program in an active facility serving grades or grade bands served by APS.

The Board may authorize the Superintendent to negotiate other terms and conditions for use or lease of APS facilities by charter schools, non-profit organizations or government agencies.

Use of APS facilities shall not be denied on the basis of an organization's religious, political or philosophical views or expressive activity. Organizations granted permission to use school facilities shall not unlawfully restrict participation in the activity or event because of an individual's race, national origin, religion, creed, sex, gender, sexual orientation, or disability.

The Board authorizes the Superintendent to issue administrative regulations to implement this policy.

Last Revised: 11/07/2022

Revised: 11/11/2013

First Adopted: 12/16/1974

1 A RESOLUTION TO APPROVE A FACILITIES USE AGREEMENT BETWEEN
2 FULTON COUNTY, GEORGIA, AND THE ATLANTA INDEPENDENT SCHOOL
3 SYSTEM FOR ELECTION POLLING LOCATIONS; TO AUTHORIZE THE CHAIRMAN
4 TO EXECUTE THE FACILITIES UUSE AGREEMENT AND RELATED DOCUMENTS;
5 TO AUTHORIZE THE COUNTY ATTORNEY TO APPROVE THE FACILITIES USE
6 AGREEMENT AND RELATED DOCUMENTS AS TO FORM AND TO MAKE
7 MODIFICATIONS AS NECESSARY PRIOR TO EXECUTION; AND FOR OTHER
8 PURPOSES.

9 WHEREAS, the Fulton County Board of Registration and Elections, as the Fulton
10 County election superintendent, is responsible for conducting national, state, county and
11 certain municipal elections, and the selection, preparation and equipping of polling
12 locations in Fulton County, Georgia; and

13 WHEREAS, the Fulton County Board of Registration and Elections works to
14 ensure that all eligible and registered voters within the geographical limits of Fulton
15 County, Georgia have convenient access to its polling locations; and

16 WHEREAS, the Georgia Election Code, specifically O.C.G.A. § 21-2-266(a),
17 authorizes the election superintendent of a county to select schoolhouses, municipal
18 buildings or rooms, or other public buildings to be used as polling places and advance
19 voting locations; and

20 WHEREAS, pursuant to the Georgia Election Code, specifically O.C.G.A. § 21-2-
21 266(a), "school, county, municipal or other governmental authorities, upon request of the
22 (election) superintendent of the county . . . shall make arrangements for the use of their
23 property for polling places or advance voting locations"; and

24 WHEREAS, the Fulton County Board of Registration and Elections, as the Fulton
25 County election superintendent, has made a request to the Atlanta Independent School
26 System to utilize their property as polling places and advance voting locations; and

27 WHEREAS, the Atlanta Independent School System is willing to allow Fulton
28 County, on behalf of its Board of Registration and Elections, to utilize certain parts of its
29 facilities to conduct elections; and

30 WHEREAS, it is the mutual desire of Fulton County and the Atlanta Independent
31 School System to execute an agreement that will permit the Fulton County Board of
32 Registration and Elections to use multiple school facilities for the purpose of providing
33 election polling places and advance voting locations in Fulton County, Georgia; and

34 WHEREAS, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part "[t]he
35 governing authority of each county shall have legislative power to adopt clearly
36 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and

1 local government for which no provision has been made by general law and which is not
2 inconsistent with this Constitution or any local law applicable thereto.”

3 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
4 Commissioners hereby approves the Facilities Use Agreement between Fulton County,
5 Georgia, on behalf of its Board of Registration and Elections, and the Atlanta Independent
6 School System, in substantially the form attached hereto as Attachment “1.”

7 **BE IT FURTHER RESOLVED**, that the Chairman of the Fulton County Board of
8 Commissioners is hereby authorized to execute the Facilities Use Agreement and related
9 documents between Fulton County, Georgia, and the Atlanta Independent School
10 System.

11 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
12 approve the Facilities Use Agreement and related documents as to form, and to make
13 such other or additional modifications as are necessary, to protect Fulton County’s
14 interests prior to execution by the Chairman.

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

18 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
19 Georgia, this 7th day of May, 2025.

20
21
22 **FULTON COUNTY BOARD OF**
23 **COMMISSIONERS**
24
25

26
27 _____
28 Robert L. Pitts, Chairman (At-Large)
29

30
31 ATTEST:
32
33

34
35 _____
36 Tonya R. Grier, Clerk to the Commission
37
38
39
40

1 APPROVED AS TO FORM:

2

3

4

5 Y. Soo Jo, County Attorney

6

7

8



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0331

Meeting Date: 5/7/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 8,290 square feet to Fulton County, a political subdivision of the State of Georgia, from Green Implementation Group, LLC, individuals, for the purpose of constructing the Reserve at Newtown Project at 9435 Nesbit Ferry Road, Johns Creek, Georgia 30022.

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 Reserve at Newtown 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 8,290 square feet and is located in Land Lot 820 of the 12th District 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 records and grant Fulton County access to perform construction, maintenance, and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Reserve at Newtown
Tax Parcel Identification No.: 12 292008200592
Land Disturbance Permit No.: LDP-24-0015 WRN24-073
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 6 day of August 2024, between Green Implementation Group, 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) 820 of the District, 12th Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Reserve at Newtown

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.

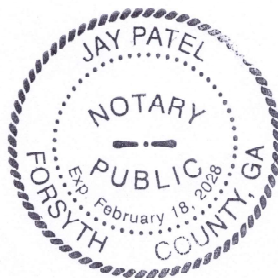
IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 6
day of Aug, 20 24
in the presence of:

npatel
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: Green Implementation Group, LLC
CORPORATE NAME

By: [Signature]

Print Name: Aleksandr Tsynman

Title: Manager

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]

LEGAL DESCRIPTION

Beginning at a point located at the intersection of the land lot line common to Land Lots 819 and 820, 12th District, Fulton County Georgia and the eastern right-of-way of Nesbitt Ferry Road and running thence along said Land Lot line on a bearing of N89°46'53"E a distance of 685.90 feet to an iron pin; running thence on a bearing of S01°02'23"E a distance of 192.43 feet to a point located at the TRUE POINT OF BEGINNING.

Beginning at the True Point of Beginning and running thence on a bearing of S01°02'23"E a distance of 20.00 feet to a point; running thence on a bearing of S89°00'48"W a distance of 24.74 feet to a point; running thence on a bearing of S06°57'49"W a distance of 38.97 feet to a point; running thence on a bearing of S42°47'52"W a distance of 94.52 feet to a point; running thence on a bearing of S68°06'16"W a distance of 138.30 feet to a point; running thence on a bearing of S55°34'06"W a distance of 126.05 feet to a point on the proposed right-of-way of Newtown Trail; running thence an arc distance of 20.00 feet. Said arc being defined by a chord having a bearing of N35°25'54"W and a distance of 20.00 feet; running thence on a bearing of N55°34'06"E a distance of 123.86 feet to a point; running thence on a bearing of N68°06'16"E a distance of 140.59 feet to a point; running thence on a bearing of N42°47'52"E a distance of 105.48 feet to a point; running thence on a bearing of N06°57'49"E a distance of 28.04 feet to a point; running thence on a bearing of S89°00'48"W a distance of 7.36 feet to the TRUE POINT OF BEGINNING.

Said property contains 8290 square feet, more or less and as more particularly shown on the attached Exhibit "A" which is incorporated herein by reference for a more full and complete description of said easement.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0332

Meeting Date: 5/7/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 1,425 square feet to Fulton County, a political subdivision of the State of Georgia, from D. R. Horton, Inc., for the purpose of constructing the Sherwood Manor Project at 5435 Old National Highway, South Fulton, Georgia 30349.

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 Sherwood Manor 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 1,425 square feet and is located in Land Lot 93 of the 13th District 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 records and grant Fulton County access to perform construction, maintenance, and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

THIS DOCUMENT MUST ONLY BE RECORDED 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 : Sherwood Manor SD - Single Family Residential SD
Tax Parcel Identification No.: See attached list.
Land Disturbance Permit No.: WRS23-001
Zoning/Special Use Permit No.: 2006Z-0034-CUP
(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 23rd day of October, 20 24, between
D.R. Horton, Inc., a corporation duly organized under the
laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor) and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a 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 subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 93,
_____ Section (if applicable) of District 13, Fulton County, Georgia, and more particularly described as follows: To wit:

Sherwood Manor SD - Single Family Residential SD

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

Said Grantor hereby warrants that it has the right to sell and convey said sewer line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described 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 his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 23rd
day of October, 20 24
in the presence of:

GRANTOR: D.R. Horton, Inc.
CORPORATE NAME

Hannah A. Cates
Witness

By: Megan McAfee

Print Name: Megan McAfee

Title: Assistant Secretary

Brianne Nicklas
Notary Public

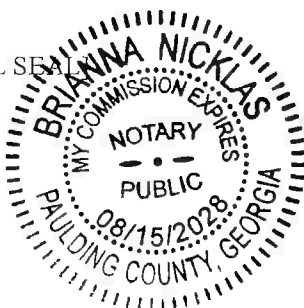
By: [Signature]

Print Name: SHARONDA RATHING

Title: DIVISION PRESIDENT

[CORPORATE SEAL]

[NOTARIAL SEAL]



Tax Parcel Identification No.:

13 0093 LL1489

13 0093 LL1455

13 0093 LL1448

13 0093 LL1380

13 0093 LL1356

13 0093 LL1323

13 0093 LL0499



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.49'	S 44°54'26" W
L2	3.63'	N 68°13'55" E
L3	28.53'	N 85°33'58" E

Description for Sanitary Sewer Easement #1 for Sherwood Manor Subdivision

All that tract or parcel of land lying and being in Land Lot 93 of the 13th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point at the proposed northwesterly Right of Way of Acre Lane (50' R/W);
State Plane Coordinate: Northing: 1311570.7711, Easting: 2202228.7887;
said point being the POINT OF BEGINNING.

THENCE leaving the proposed northwesterly Right of Way of Acre Lane (50' R/W);
North 57 degrees 42 minutes 14 seconds West 80.74 feet to a point;

THENCE North 68 degrees 13 minutes 55 seconds East 3.63 feet to a point;

THENCE North 85 degrees 33 minutes 58 seconds East 28.53 feet to a point;

THENCE South 57 degrees 42 minutes 14 seconds East 60.22 feet to a point
at the proposed northwesterly Right of Way of Acre Lane (50' R/W);

THENCE South 44 degrees 54 minutes 26 seconds West 20.49 feet to a point
at the proposed northwesterly Right of Way of Acre Lane (50' R/W);
said point being the POINT OF BEGINNING.

Said tract or parcel contains 0.033 Acres (1425 Square Feet) more or less.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0333

Meeting Date: 5/7/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Bridges Alpharetta, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 4430 Webb Bridge Road, Johns Creek, Georgia 30005 (the Development).

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

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

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

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

Bridges Alpharetta, LLC, the Owner of the real property located at 4430 Webb Bridge Road, Johns Creek, Georgia 30005, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, Bridges Alpharetta, LLC, and future owners that may acquire the Development at 4430 Webb Bridge Road, Johns Creek, Georgia 30005

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

After recording, please return to:

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

Cross Reference:
Book 65030, Page 127
Book 68710, Page 183

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

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

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between Bridges Alpharetta, LLC ("Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located on Land Lot 125, of the 1st District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Development"); and

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

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

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

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

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

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

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

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

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

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

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book 68710, Page(s) 183**, Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.
5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.
6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book 68710 Page 183** for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted thereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the Development of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

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

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

(b) Commercial/Mixed-Use Developments: Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall

promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County and city standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.

- (c) Street Maintenance. The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary Sewer Resources Unit of any proposed maintenance at 404-612-3061 in North Fulton and 404-612-3163 in South Fulton. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: "The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the

sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system.”

9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney’s fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sanitary sewer line for the use of the property as herein agreed.
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

Owner:

Bridges Alpharetta, LLC

11770 Haynes Bridge Road

Alpharetta, GA 30009

County:

David Clark, P.E.

Director, Department of Public Works

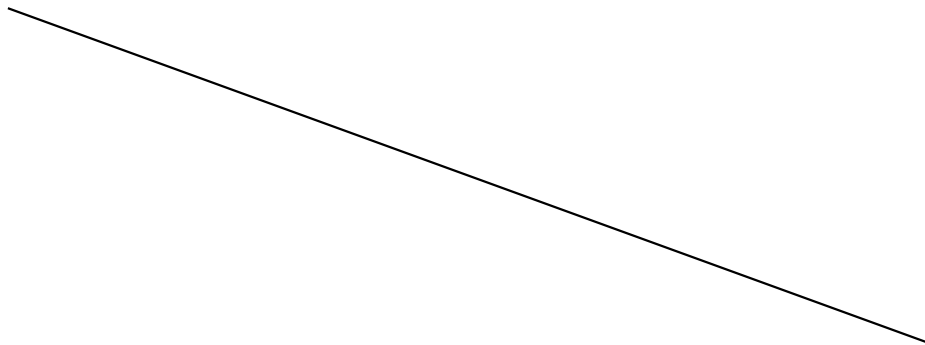
141 Pryor Street, S.W.

Suite 6001

Atlanta, GA 30303

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

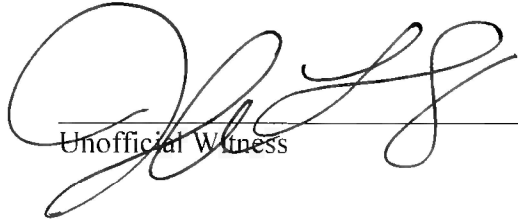
18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
19. Interpretation: No provision of this Agreement shall be construed against or interpreted to the disadvantage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

A long, thin diagonal line starting from the left side of the page and extending towards the right side, positioned below the list of items.

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

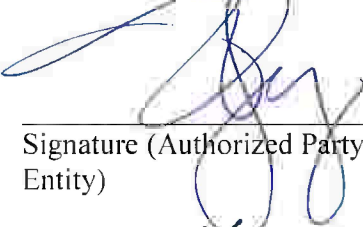
Signatures:

Signed sealed and delivered in the presence
of


Unofficial Witness

OWNER

Bridges Atlanta, LLC



Signature (Authorized Party to Bind Owner
Entity)

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

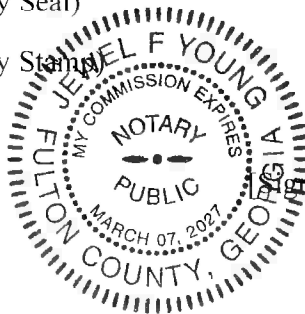

Notary Public
My Commission Expires: 3-7-27

Owner's Address:

11770 Haynes Bridge Rd.
Atlanta, GA 30069

(Notary Seal)

(Notary Stamp)



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]

APPROVED AS TO FORM

ATTEST:

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”

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

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 246,040 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 and following the 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.).



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0334

Meeting Date: 5/7/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Easement Dedication of 16,612 square feet to Fulton County, a political subdivision of the State of Georgia, from WAFKAM Properties, LLC, individuals, for the purpose of constructing the Providence Point Project at 0 Birmingham Highway, Milton, Georgia 30004.

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 Providence Point Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 16,612 square feet and is located in Land Lot 847 of the 2nd District, 2nd Section of Fulton County, Georgia

Community Impact: The community will benefit from the extension of the County's water system

and the addition of a residential development.

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Providence Point
Tax Parcel Identification No.: 22 396008470102
Land Disturbance Permit No.: 21-017WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 19th day of March, 2025, between WAFKAM Properties, 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 and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 847, 2nd Section (if applicable) of District 2nd, Fulton County, Georgia, and more particularly described as follows: To wit:

Providence Point

Project Name

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

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

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

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

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

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

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

Signed, sealed and delivered this 19th
day of March, 20 25
in the presence of:

Witness

Behzad

GRANTOR:

WAFKAM Properties, LLC
CORPORATE NAME

By:

Weeda Ulomi

Print Name:

Weeda Ulomi

Title:

Owner

By:

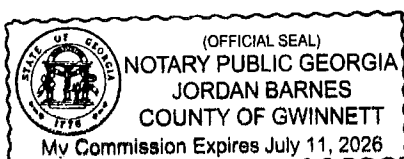
Print Name:

Title:

[Signature]
Notary Public

[NOTARIAL SEAL]

[CORPORATE SEAL]



WATER EASEMENT

An easement lying over and across a parcel of land lying in Land Lot 847 of the 2nd district, 2nd Section Fulton County, Georgia and being more particularly described as follows:

Commence at a concrete monument marking Land Lot Corner common to Land Lots 809, 810, 847 and 848; Thence leaving said concrete monument South 21 degrees 44 minutes 08 seconds East for a distance of 176.12 feet to a point lying on the Northerly right of way of S.R. 372 Birmingham Highway (R/W Varies) said point being the Point of Beginning, of the easement herein described.

Thence leaving said right of way run North 54 Degrees 00 Minutes 54 Seconds East for a distance of 102.68 feet to a point; Thence run South 37 Degrees 30 Minutes 06 Seconds East for a distance of 258.48 feet to a point; said point lying on a curve to the right and having a radius of 595.90 feet, a central angle of 17 Degrees 22 Minutes 45 Seconds, a chord bearing of South 28 Degrees 48 Minutes 43 Seconds East , and a chord distance of 180.06 feet; Thence run along the arc of said curve for a distance of 180.75 feet to a point; Thence run South 20 Degrees 45 Minutes 41 Seconds East for a distance of 53.60 feet to a point; Thence run South 34 Degrees 21 Minutes 28 Seconds West for a distance of 114.14 feet to a point lying on the Northerly right of way of S.R. 372 Birmingham Highway (R/W varies); said point lying on a curve to the right and having a radius of 146.00 feet, a central angle of 10 Degrees 21 Minutes 09 Seconds, a chord bearing of North 37 Degrees 15 Minutes 36 Seconds West , and a chord distance of 26.34 feet; Thence run along the arc of said curve and said right of way for a distance of 26.38 feet to a point; Thence leaving said right of way run North 34 Degrees 21 Minutes 28 Seconds East for a distance of 92.78 feet to a point; Thence run North 20 Degrees 45 Minutes 41 Seconds West for a distance of 40.69 feet to a point; said point lying on a curve to the left and having a radius of 570.90 feet, a central angle of 17 Degrees 23 Minutes 35 Seconds, a chord bearing of North 28 Degrees 48 Minutes 18 Seconds West , and a chord distance of 172.64 feet; Thence run along the arc of said curve for a distance of 173.30 feet to a point; Thence run North 37 Degrees 30 Minutes 06 Seconds West for a distance of 234.13 feet to a point; Thence run South 54 Degrees 00 Minutes 54 Seconds West for a distance of 77.53 feet to a point lying on the Northerly right of way of S.R. 372 Birmingham Highway (R/W varies); Thence run North 37 Degrees 49 Minutes 34 Seconds West along said right of way for a distance of 25.01 feet to a the Point of Beginning.

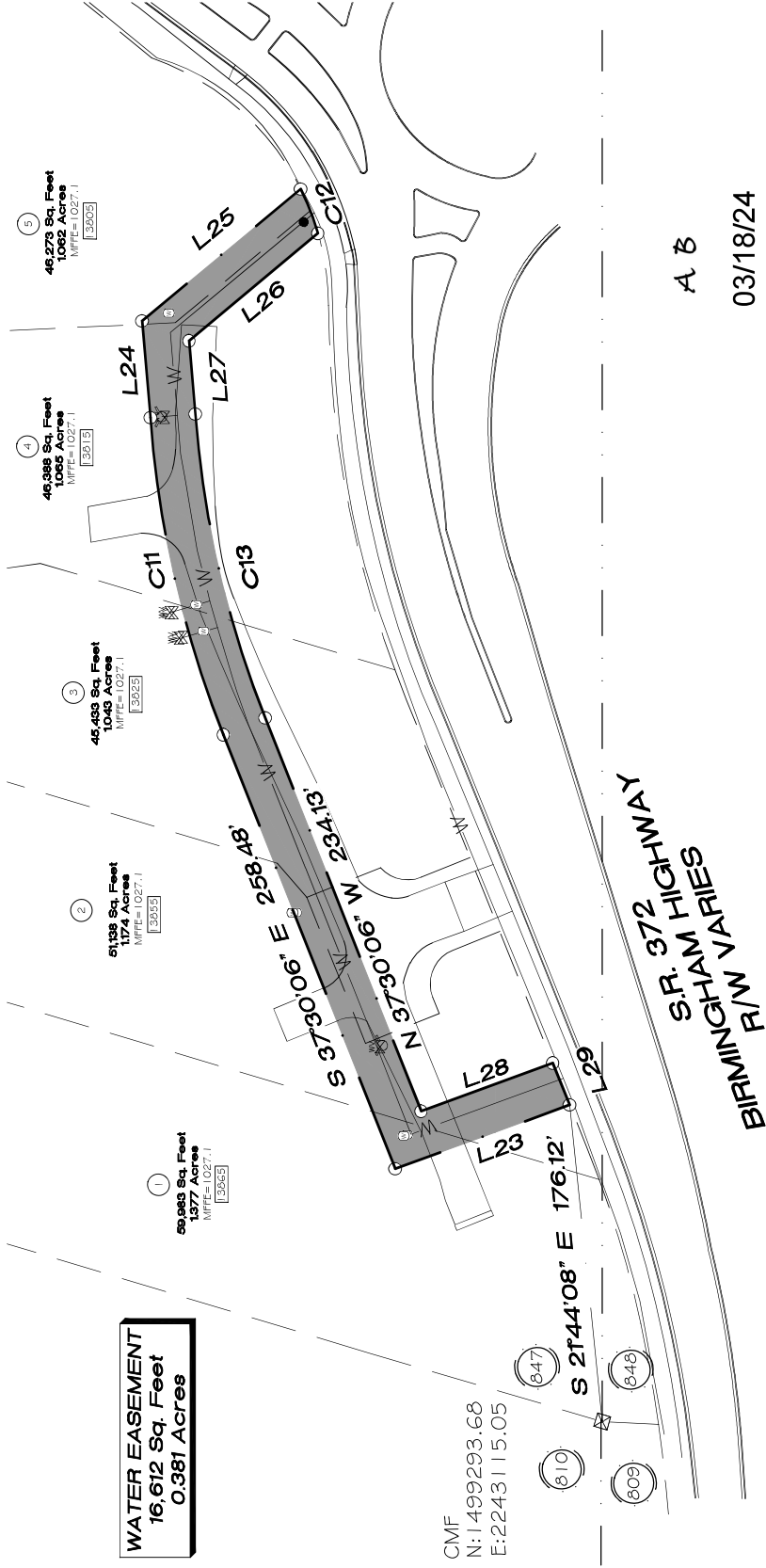
Said easement contains 16,612 square feet, or 0.381 acres.

WATER LINE EASEMENT EXHIBIT PROVIDENCE POINT LAND LOT 847, 2ND DISTRICT 2ND SECTION PARCEL 22 396008470102 FULTON COUNTY, GEORGIA

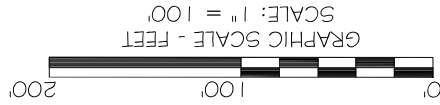
LINE TABLE		
LINE	BEARING	DISTANCE
L23	N 54°00'54" E	102.68'
L24	S 20°45'41" E	53.60'
L25	S 34°21'28" W	114.14'
L26	N 34°21'28" E	92.78'
L27	N 20°45'41" W	40.69'
L28	S 54°00'54" W	77.53'
L29	N 37°49'34" W	25.01'

CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH
C11	595.90'	180.75'	180.06'
C12	146.00'	26.38'	26.34'
C13	570.90'	173.31'	172.64'

WATER EASEMENT
 16,612 Sq. Feet
 0.381 Acres



GRID NORTH
 GEORGIA WEST STATE PLANE
 NAD 83 (2011)



LJA SURVEYING INC.
 4525 SOUTH LEE STREET
 BUFORD, GA 30518
 Phone 713.953.5200
 LSF No. 1390

WATER EASEMENT FOR:
 LAND LOT: 847
 2nd District 2nd Section
 FULTON COUNTY, GEORGIA
 DRAWN: 03/17/2025
 DB: MSJ

A B
 03/18/24

S.R. 372 HIGHWAY
 S.R. 372 HIGHWAY
 BIRMINGHAM VARIES
 R/W VARIES

CMF
 N: 1499293.68
 E: 2243115.05



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0335

Meeting Date: 5/7/2025

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 improve the efficiency of the election process, it is recommended that boundary lines for precincts with no assigned voters, or those with overlapping or similar district compositions, be adjusted to consolidate related precincts. Approval is requested to permanently modify the boundaries of these voting precincts to streamline election operations, effective upon approval by the Board of Commissioners, and remaining in effect unless or until redistricting necessitates further changes.

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

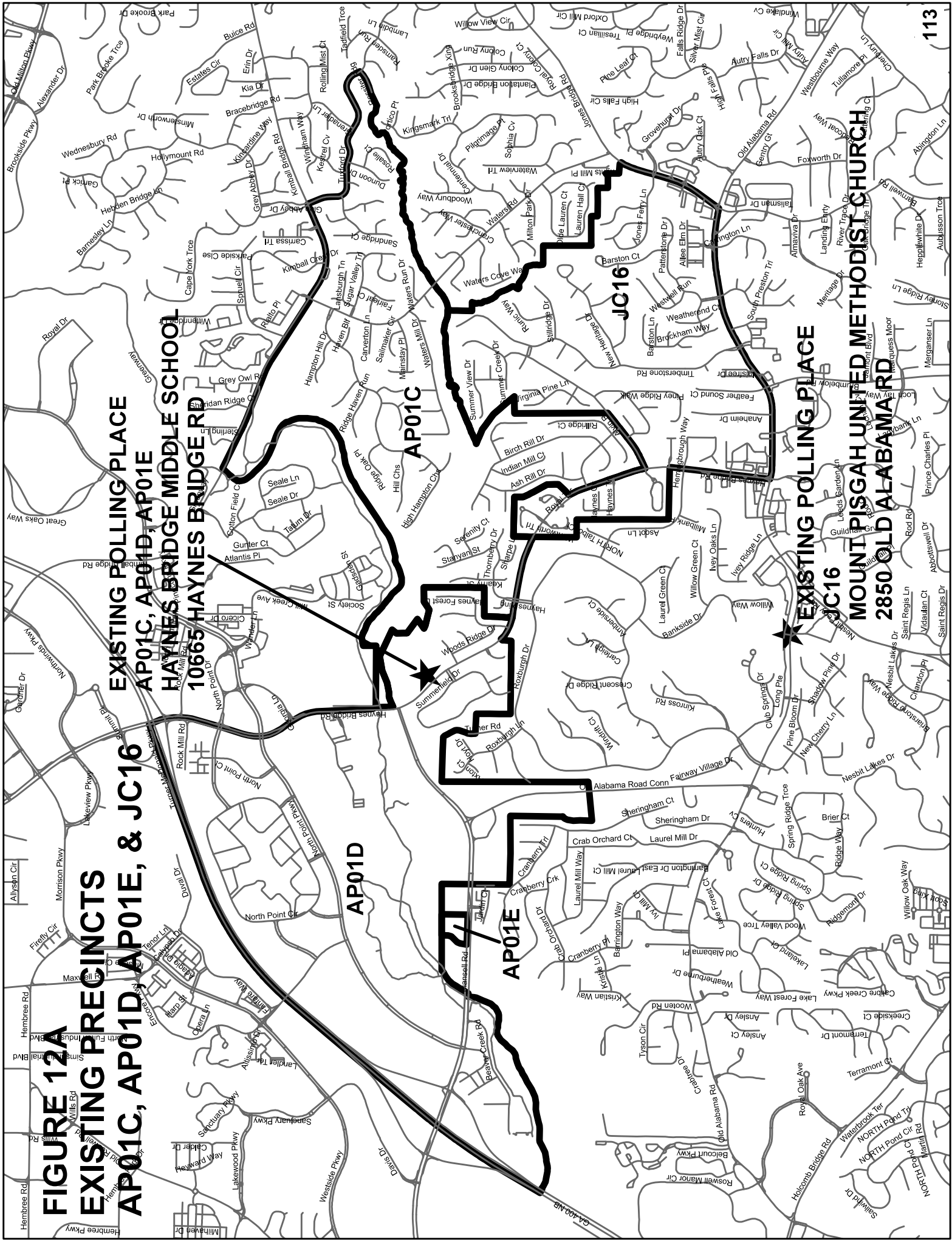
AP01C, AP01D, AP01E, & JC16

EXISTING POLLING PLACE

AP01C, AP01D, AP01E

HAYNES BRIDGE MIDDLE SCHOOL

10665 HAYNES BRIDGE RD



EXISTING POLLING PLACE

JC16

MOUNT PISCATAWAY UNITED METHODIST CHURCH

2850 OLD ALABAMAR

FIGURE 12B
PROPOSED PRECINCTS
AP01C, AP01D, & JC16

PROPOSED POLLING PLACE
AP01C, AP01D, JC16

HAYNES BRIDGE MIDDLE SCHOOL
10665 HAYNES BRIDGE RD

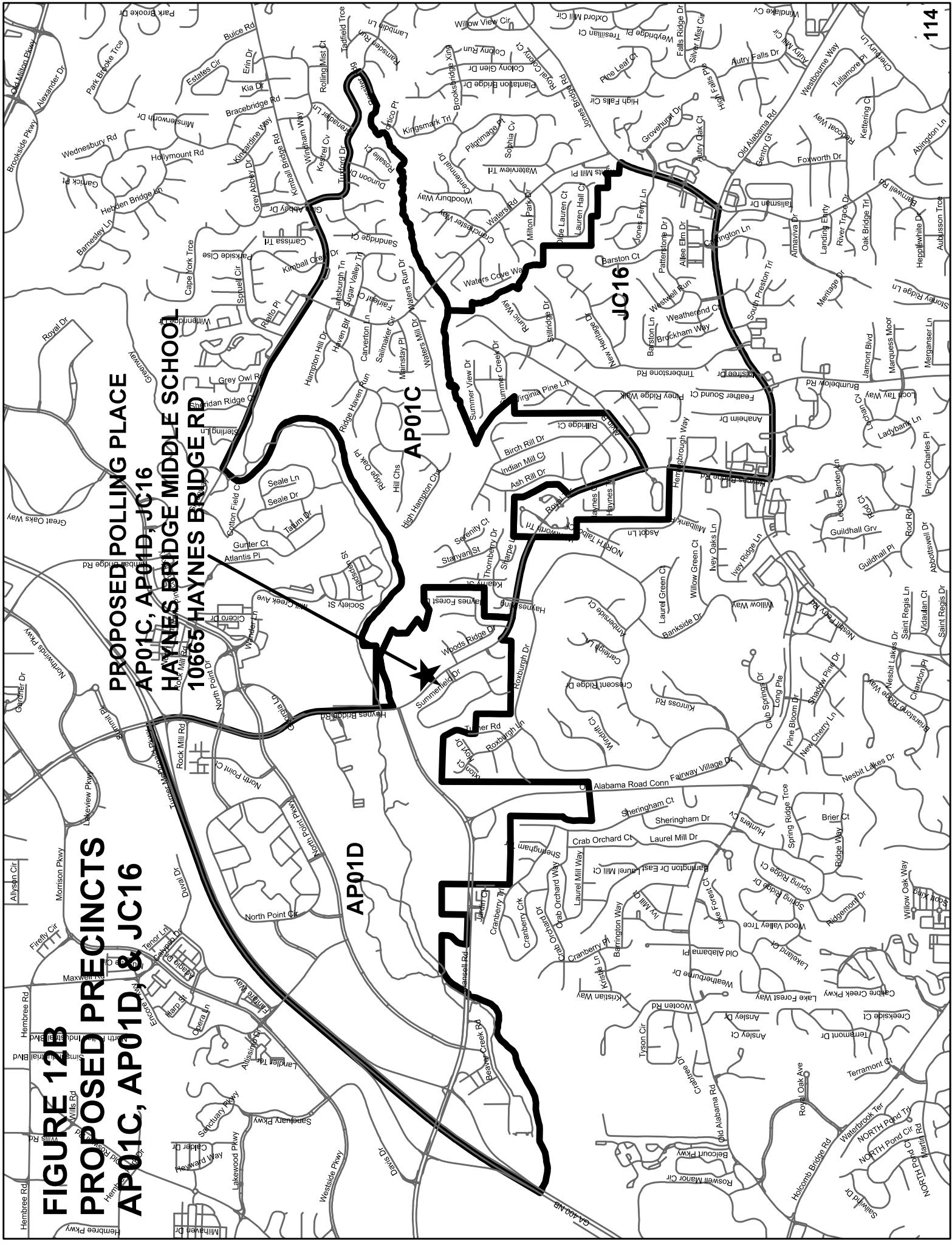


FIGURE 19B

PROPOSED PRECINCTS

02B, 02C, 04F, & 05D

PROPOSED POLLING PLACE

02B, 02C, 04F, 05D

SAINT LUKE'S EPISCOPAL CHURCH

435 PEACHTREE STREET NE

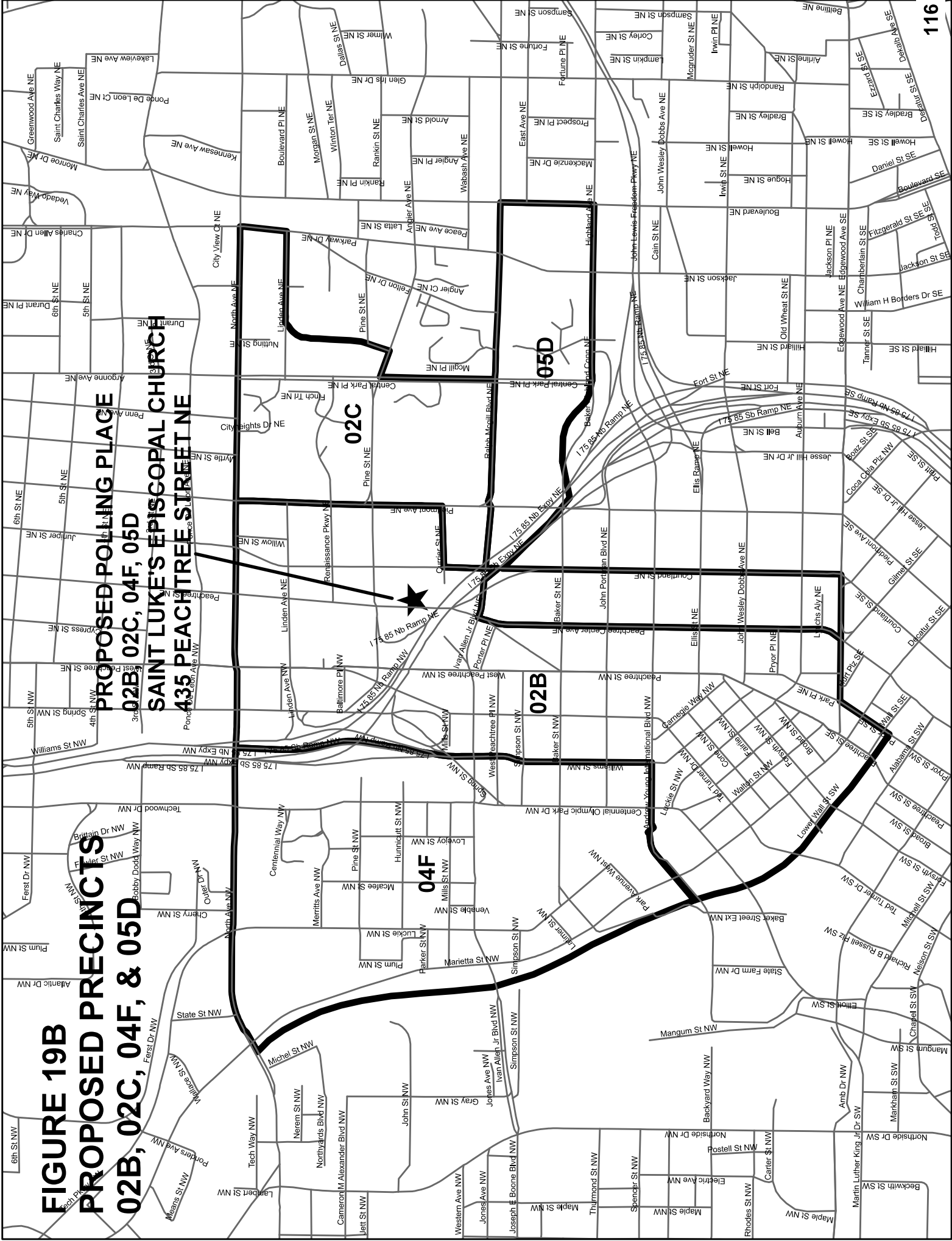


FIGURE 20A
EXISTING PRECINCTS
AP07A, AP07B, AP07C,
AP12D, & ML06A

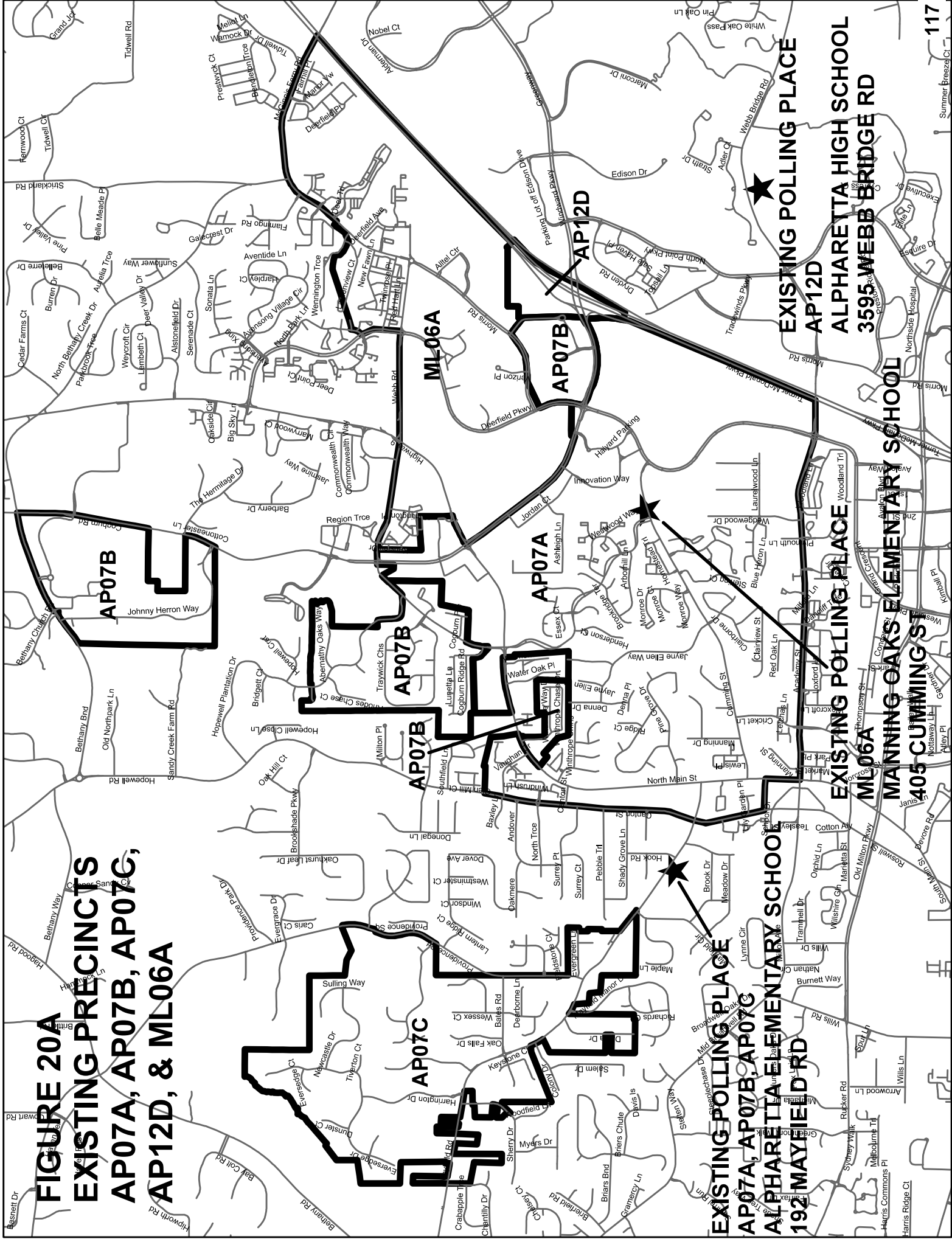
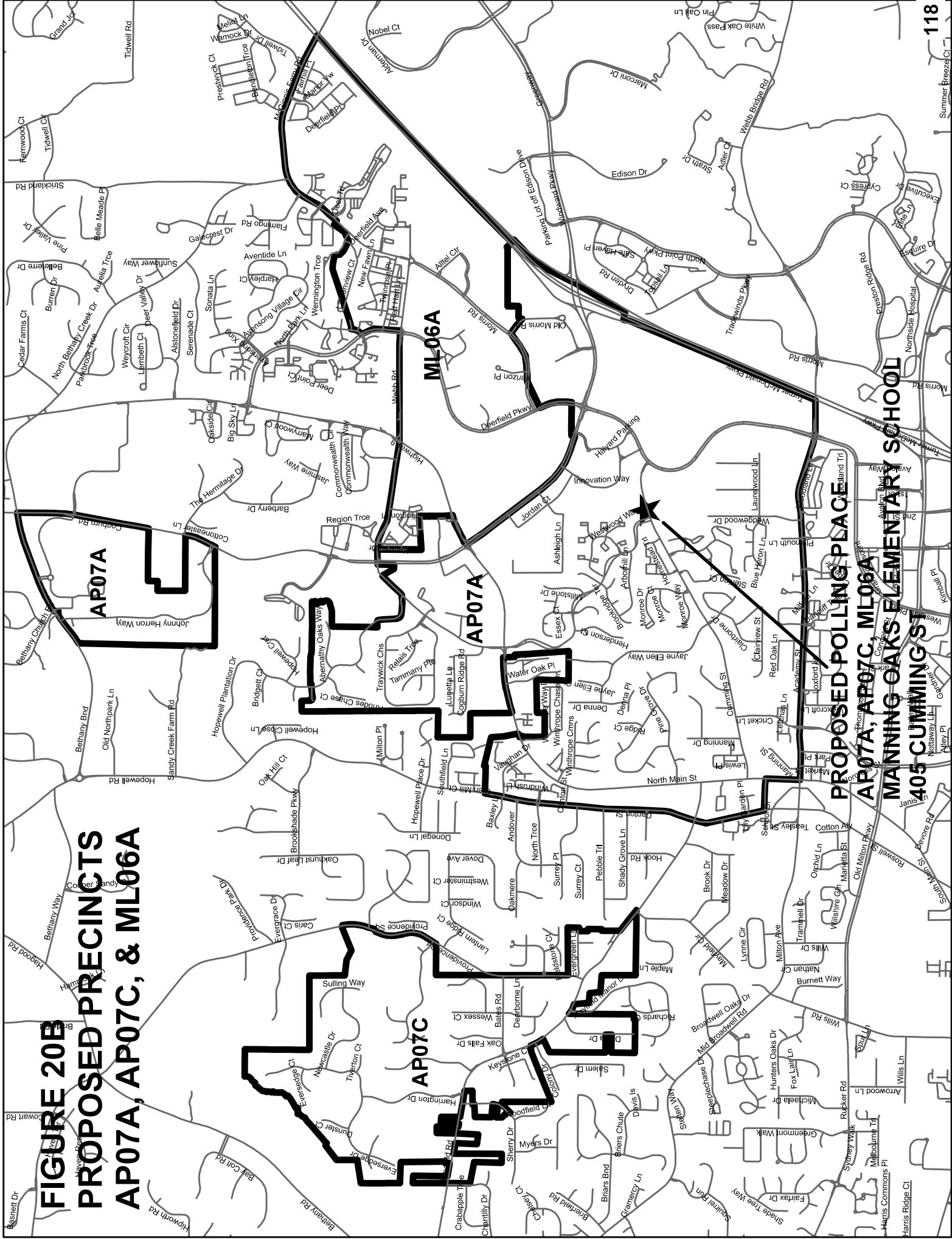


FIGURE 20B
PROPOSED PRECINCTS
AP07A, AP07C, & ML06A

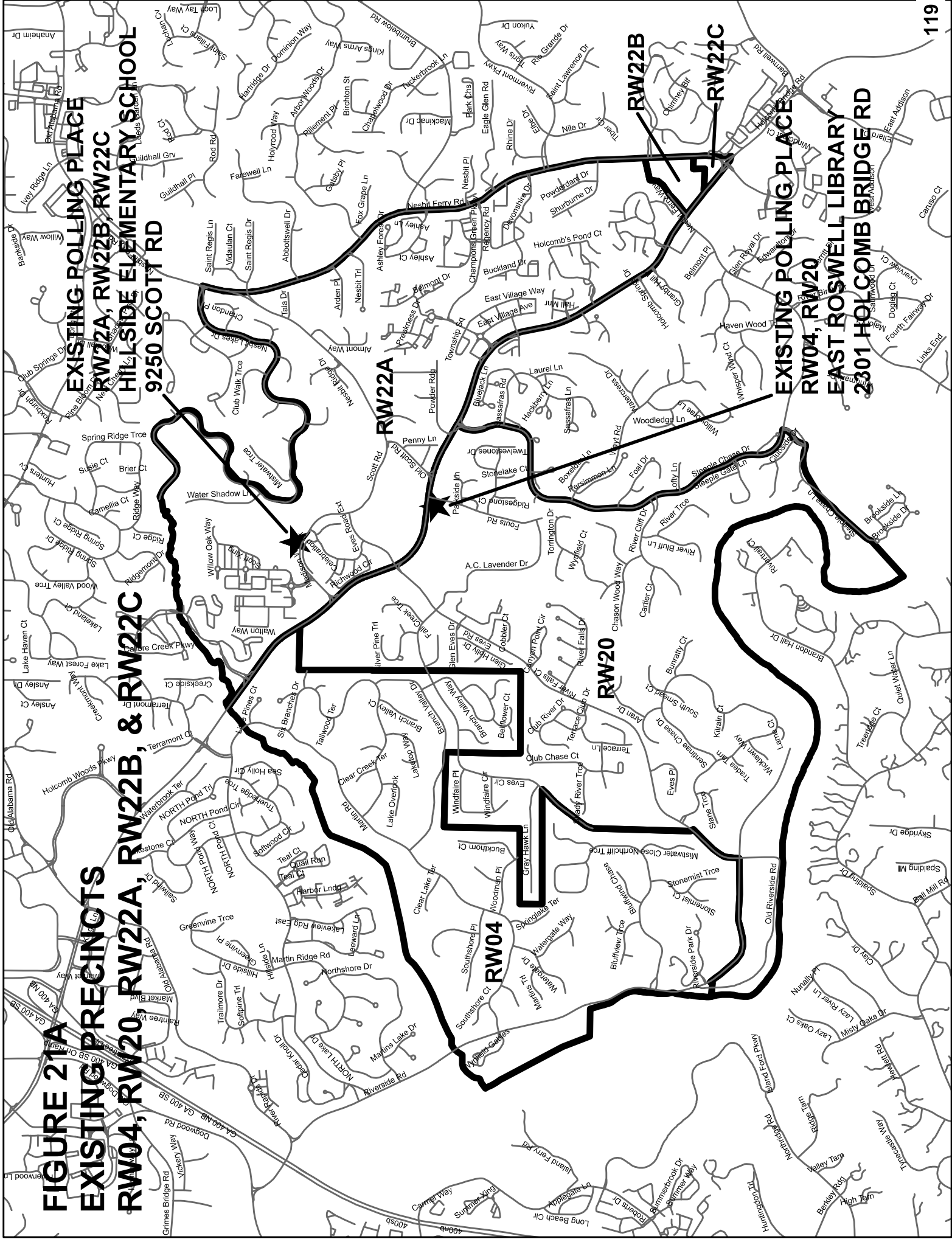


**FIGURE 21A
EXISTING PRECINCTS**

RW04, RW20, RW22A, RW22B, & RW22C

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

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



**FIGURE 21B
PROPOSED PRECINCTS
RW04 & RW20**

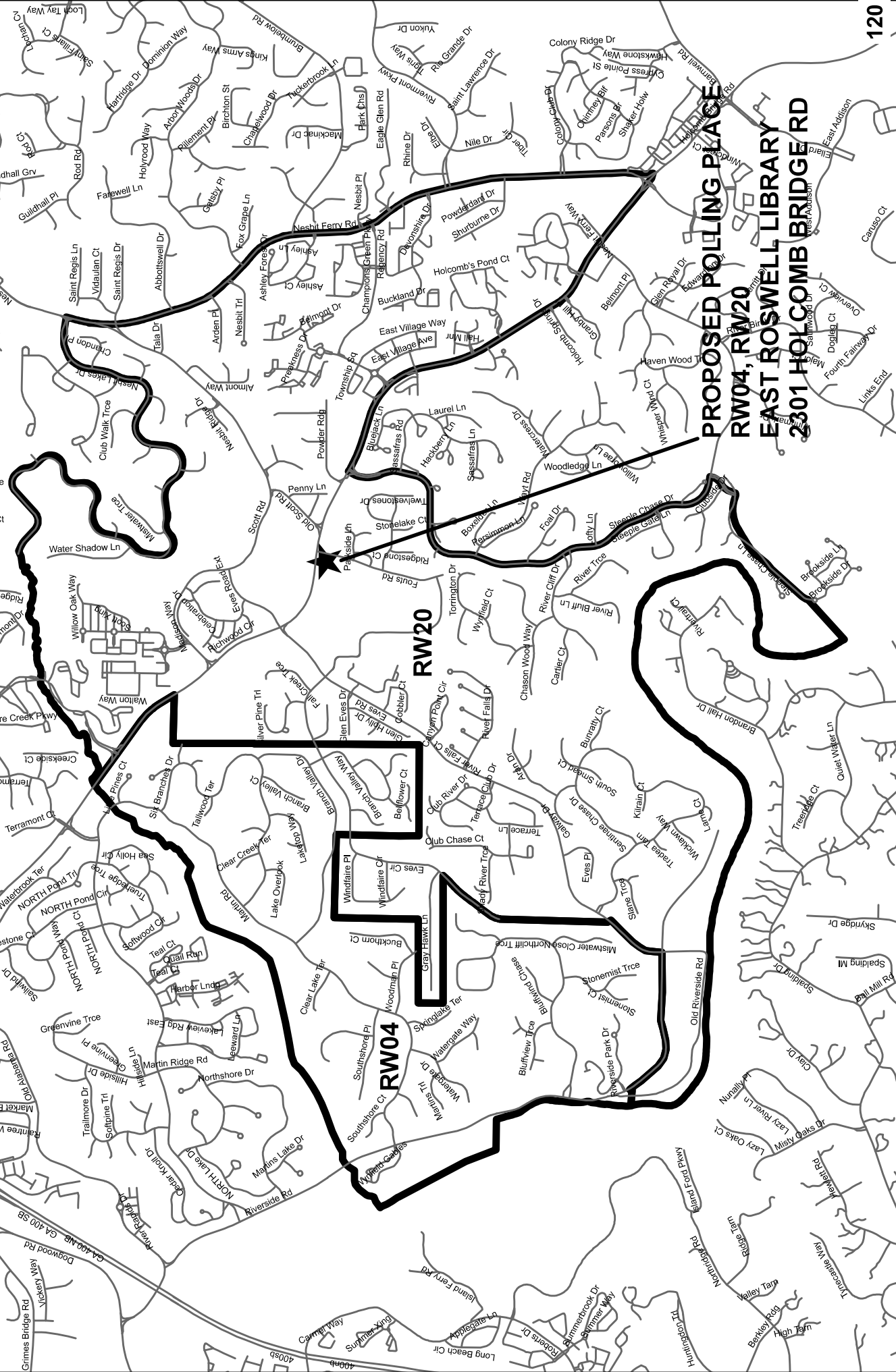


FIGURE 22A
EXISTING PRECINCTS
SC02, SC02A, SC16B, SC32, SC33

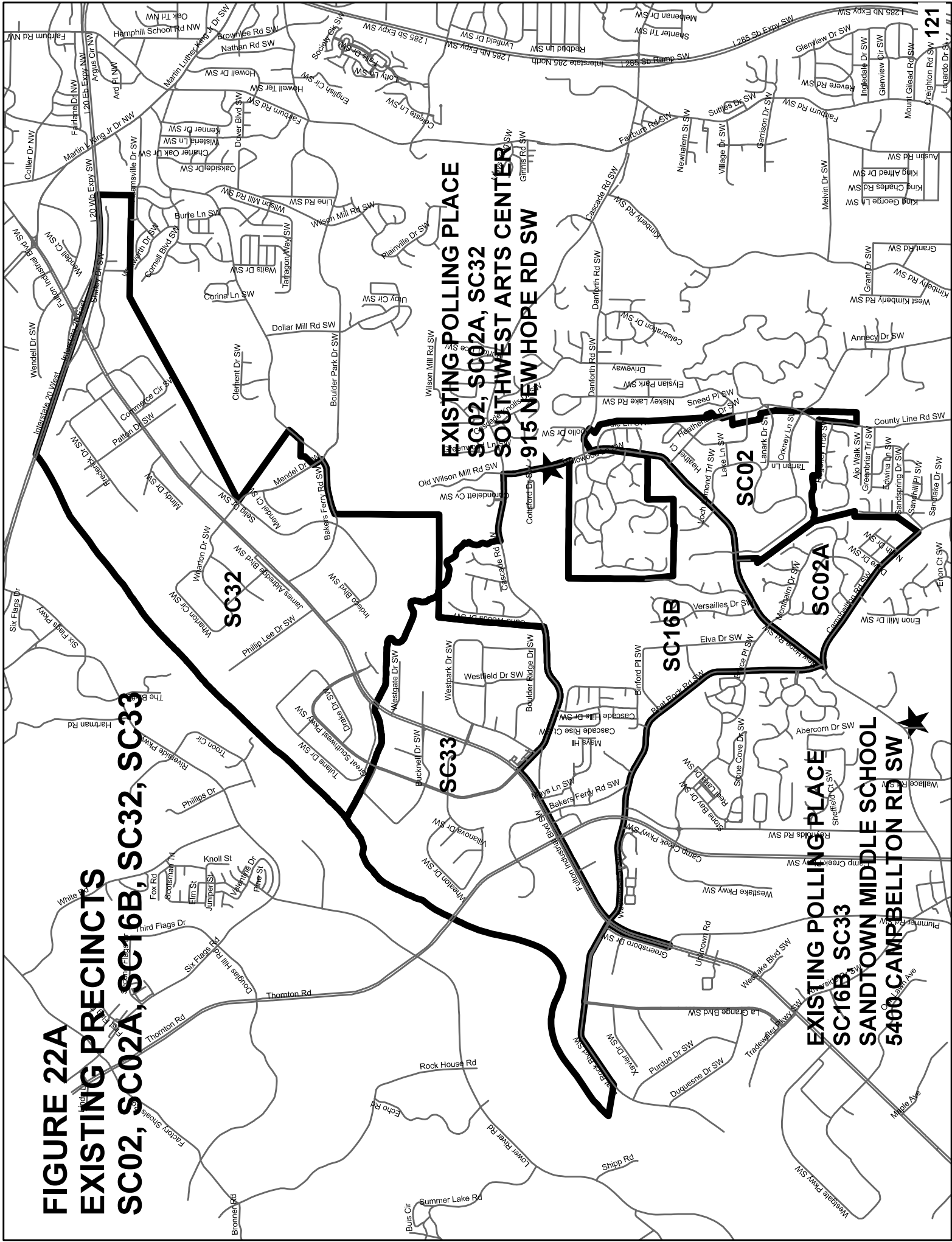
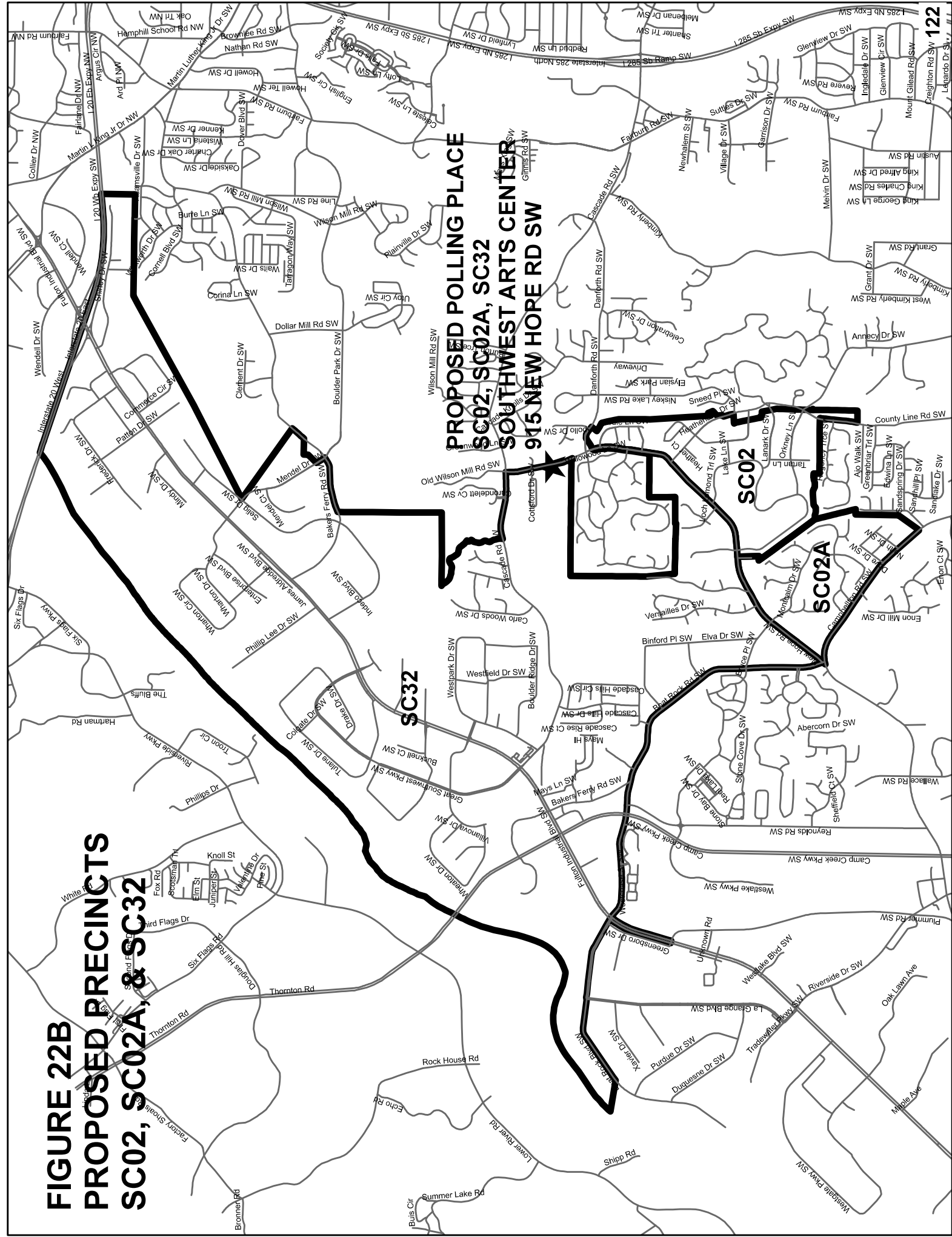


FIGURE 22B
PROPOSED PRECINCTS
SC02, SC02A, & SC32



A map of the Sandtown Middle School area. The map shows several streets: Duffin Rd SW, Driveway, Minkys Lane Rd SW, Birdie Ln, and Wood Ln SW. A polling place is marked with a circle and the number 16. The text 'EXISTING POLLING PLACE' is written vertically along the left side of the map. The text 'SC16A' is written vertically below the polling place. The text 'SANDTOWN MIDDLE SCHOOL' is written vertically along the right side of the map. The text '5400 CAMPBELLTON RD SW' is written vertically along the right side of the map.

EXISTING POLLING PLACE
SC01A, SC01B, SC01C, SC01D, SC01E
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**

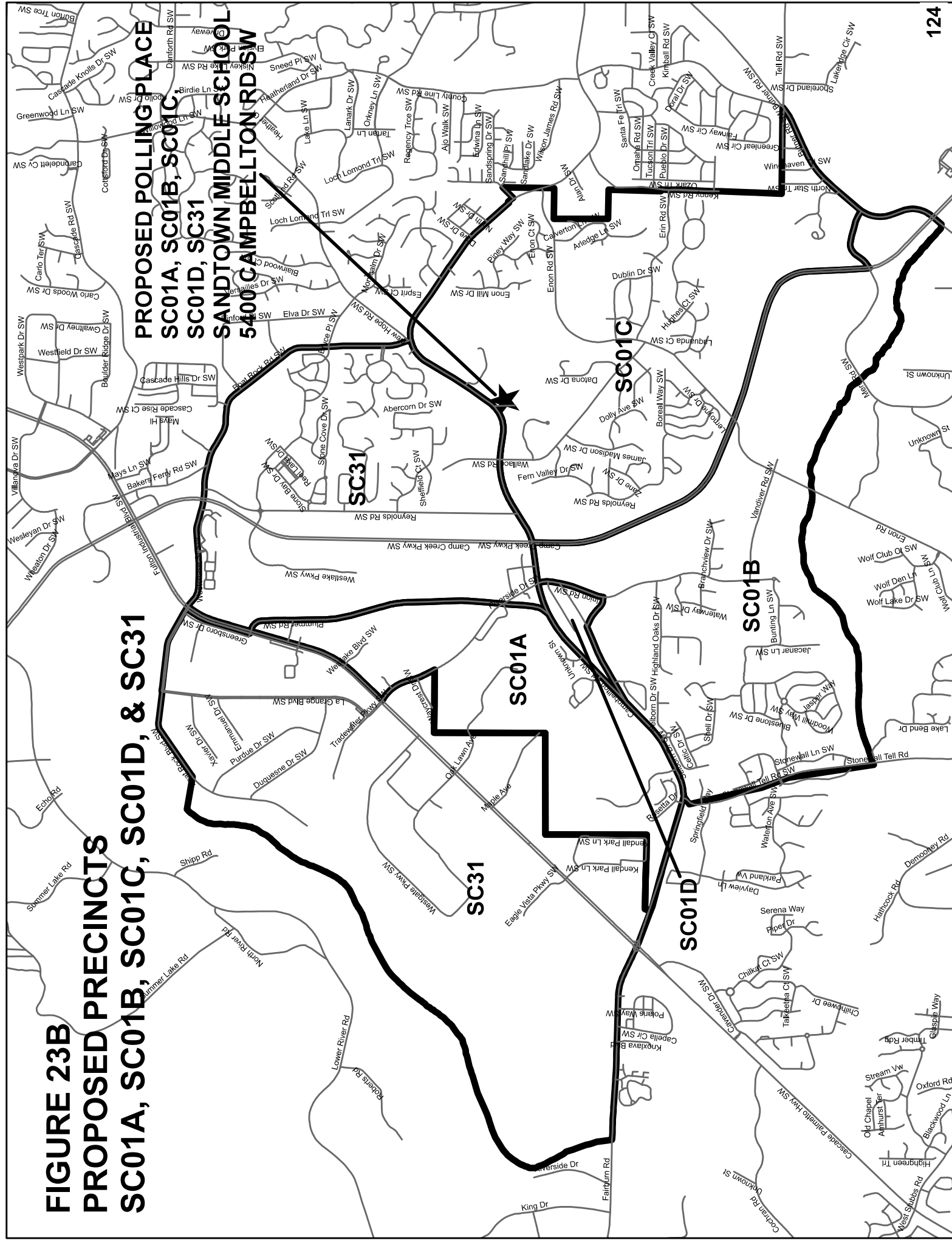
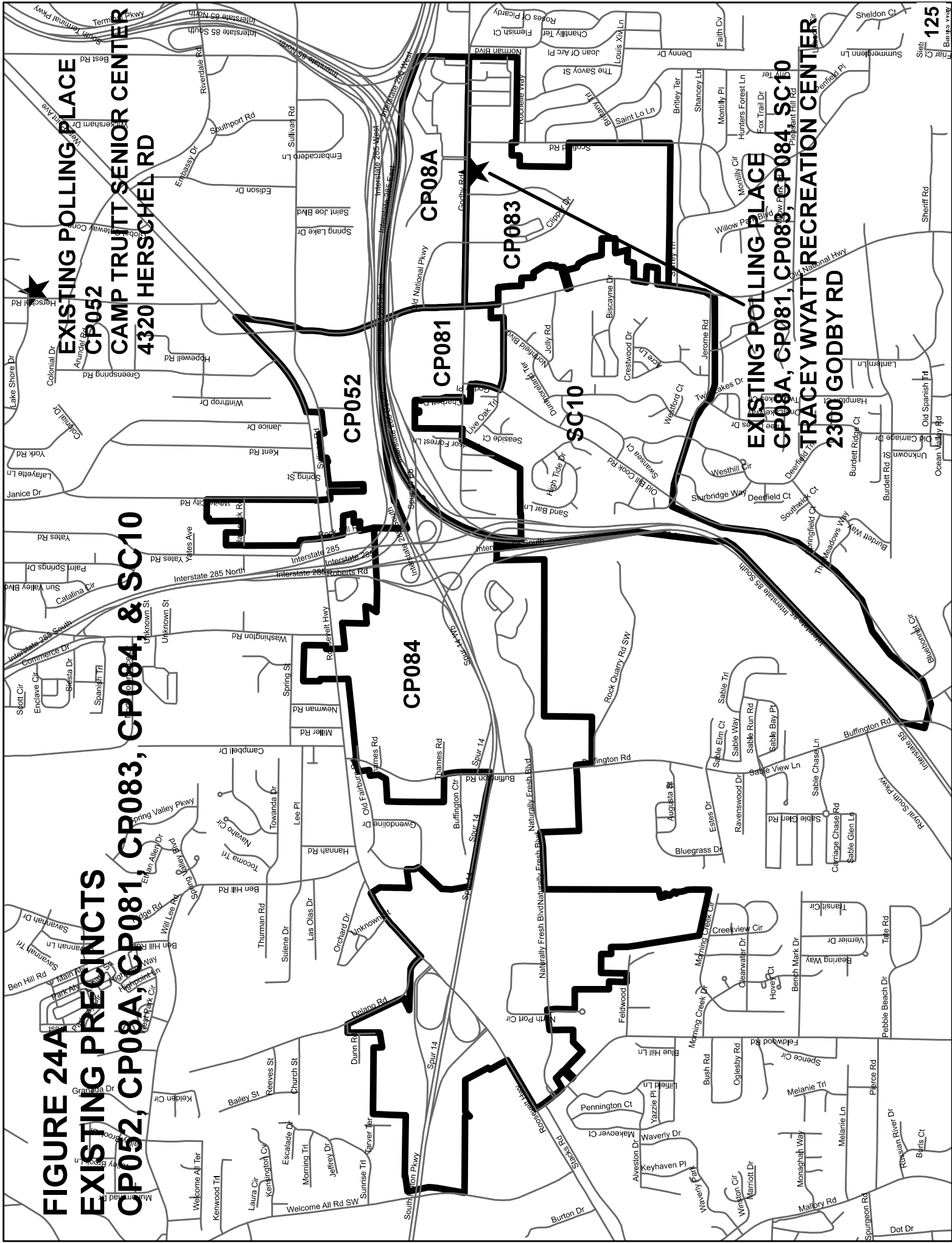


FIGURE 24A
EXISTING PRECINCTS

CP052, CP08A, CP081, CP083, CP084, & SC10

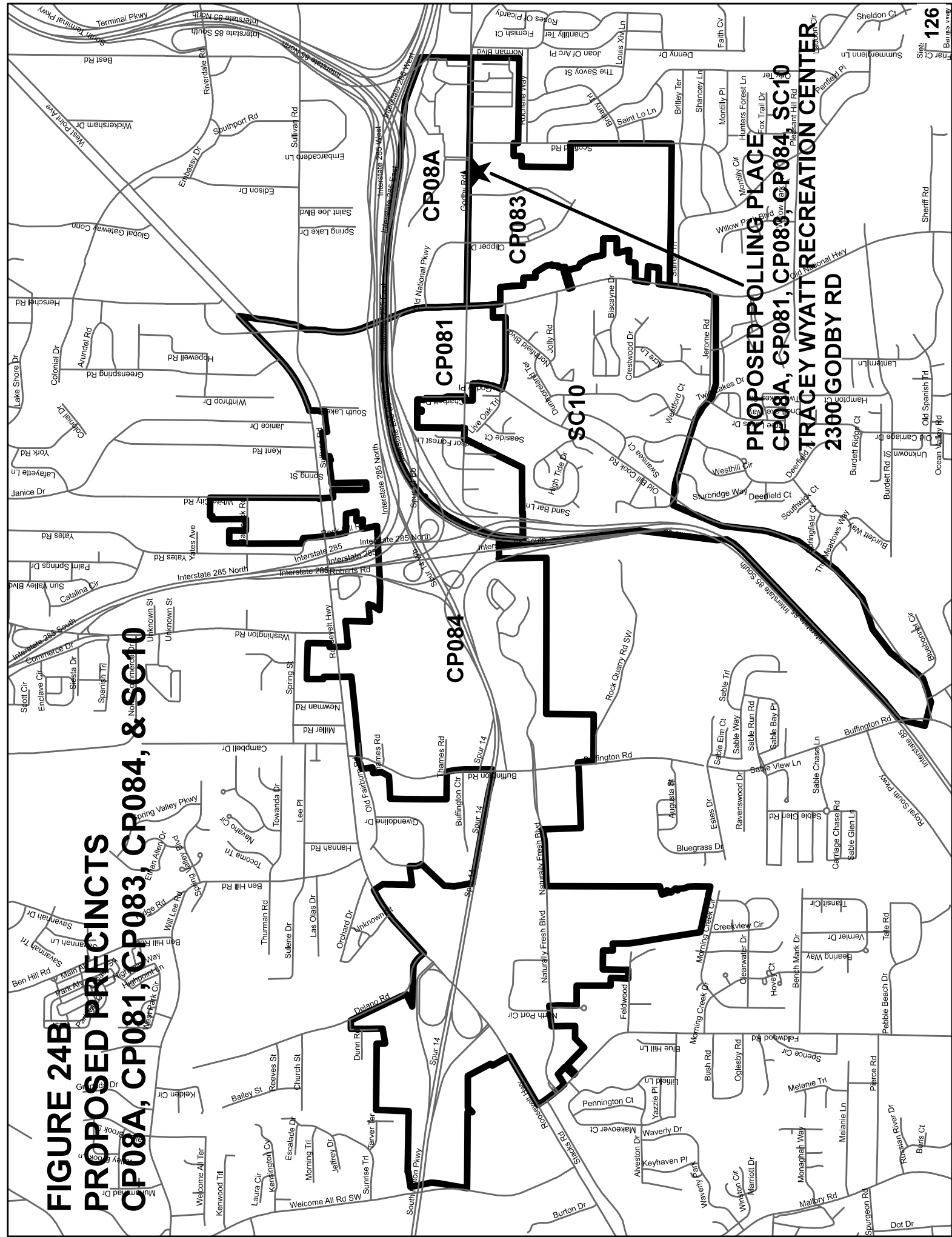
EXISTING POLLING PLACE
CP052
CAMP TRUITT SENIOR CENTER
4320 HERSHEY RD

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



**FIGURE 24B
PROPOSED PRECINCTS**

CP08A, CP081, CP083, CP084, & SC10



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

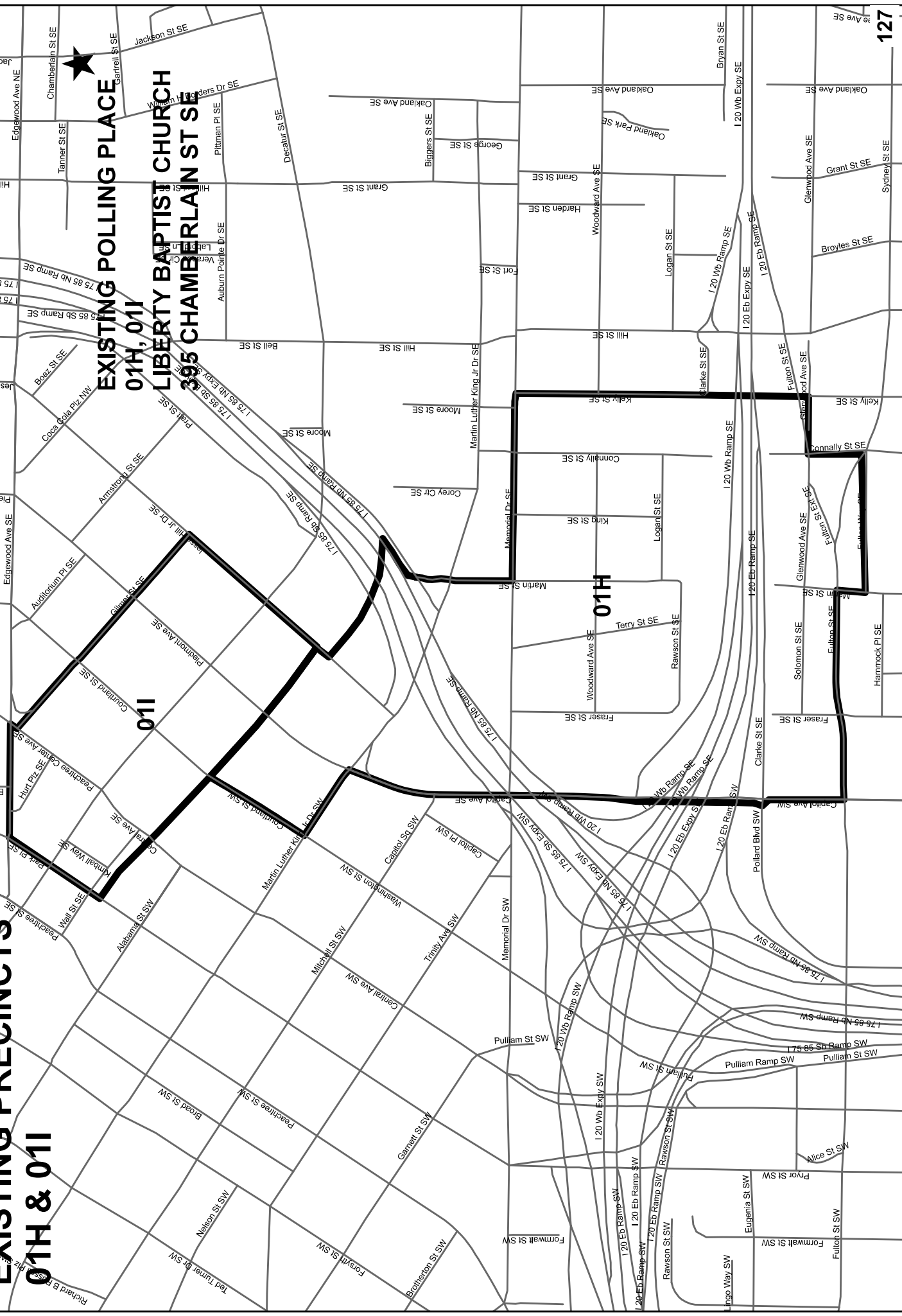


FIGURE 26A
EXISTING PRECINCTS
03P1A, 03P1B, & 03P2

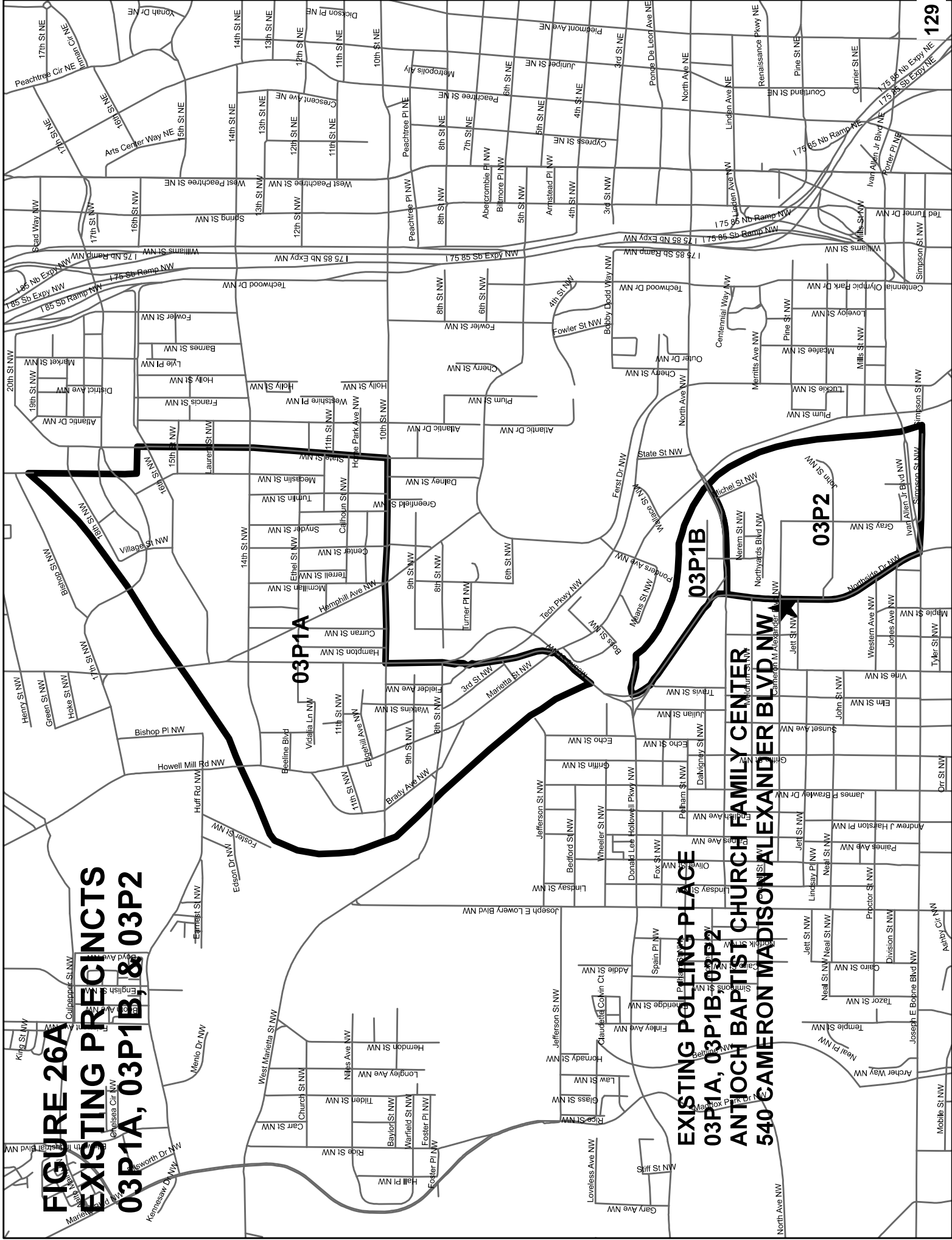
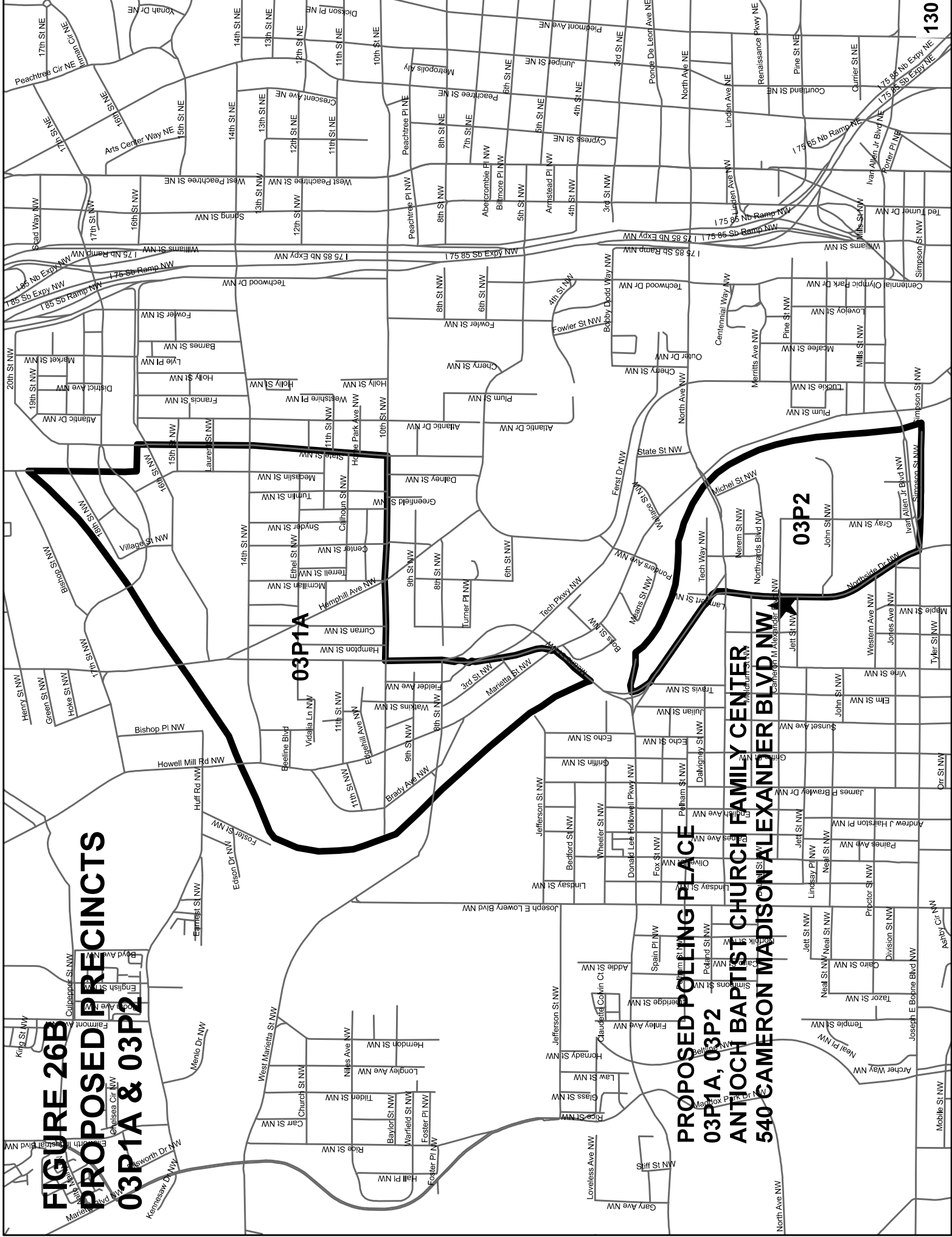
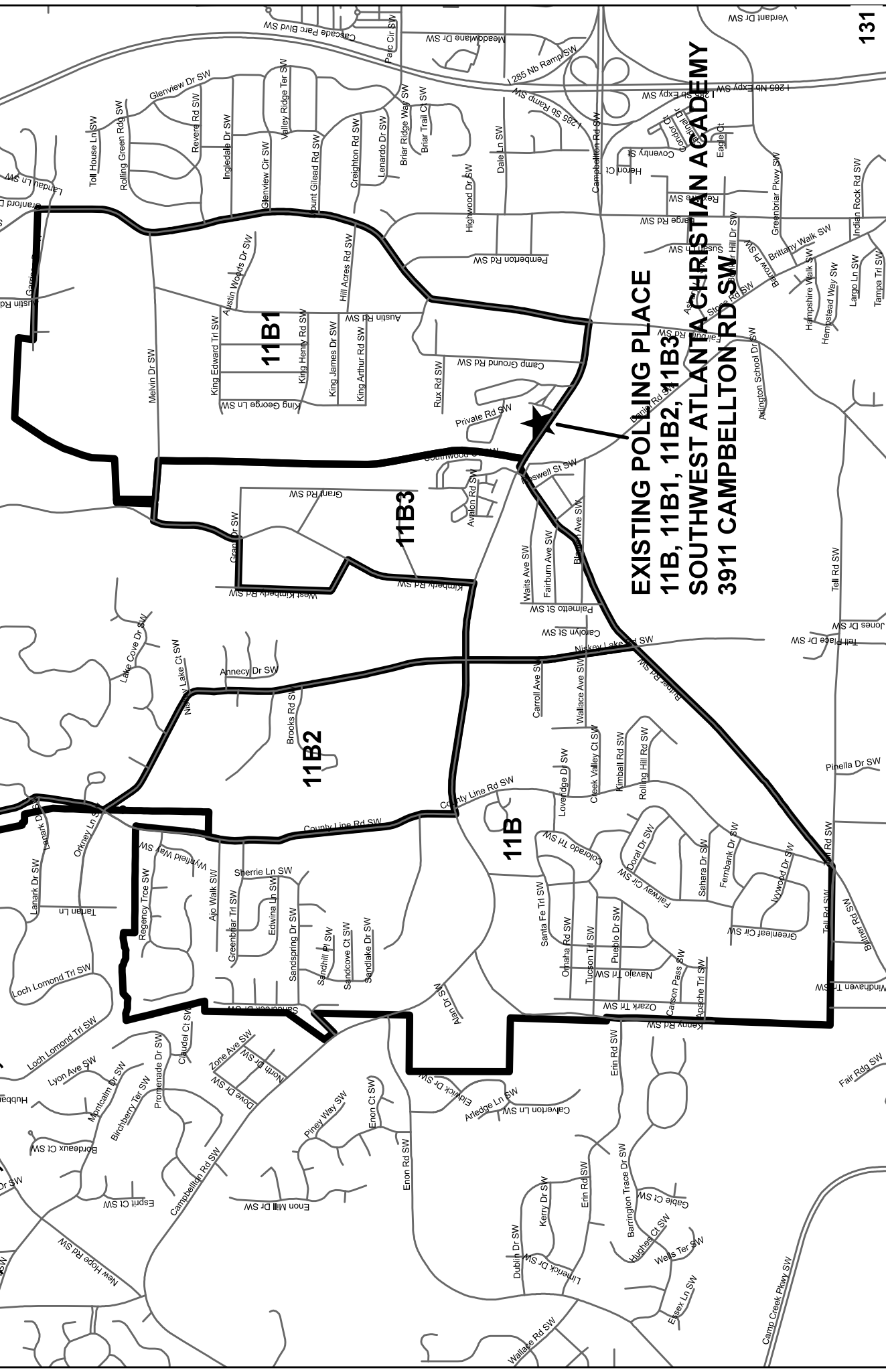


FIGURE 26B
PROPOSED PRECINCTS
03P1A & 03P2



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

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



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

[illegible]

PROPOSED POLLING PLACE

11B, 11B1, 11B3

SOUTHWEST ATLANTA CHRISTIAN ACADEMY

3911 CAMPBELLTON RD SW

FIGURE 28A

EXISTING PRECINCTS

RW10A, RW11A & RW11B

EXISTING POLLING PLACE
RW10A, RW11A, RW11B
ROSWELL LIBRARY
115 NORCROSS ST

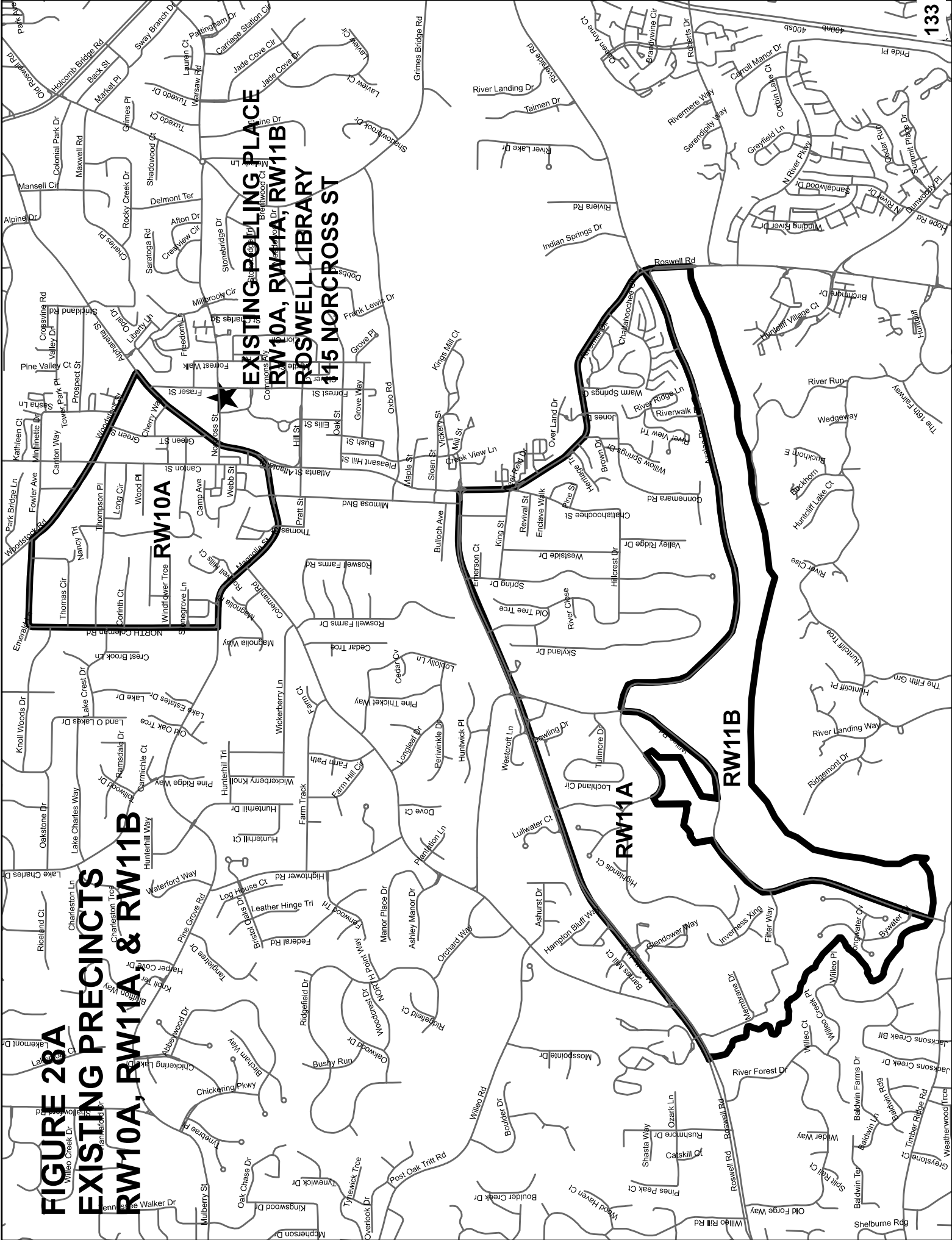


FIGURE 28B
PROPOSED PRECINCTS
RW10A & RW11A

RW10A

PROPOSED POLLING PLACE
RW10A, RW11A
ROSWELL LIBRARY
1415 NORCROSS ST

RW11A

EXISTING POLLING PLACE
CH01, CH01A, CH01B, CH02,
CH02A, CH03, CH04A, CH05
CHATTahoochee HILLS CIT
6505 RICO RD

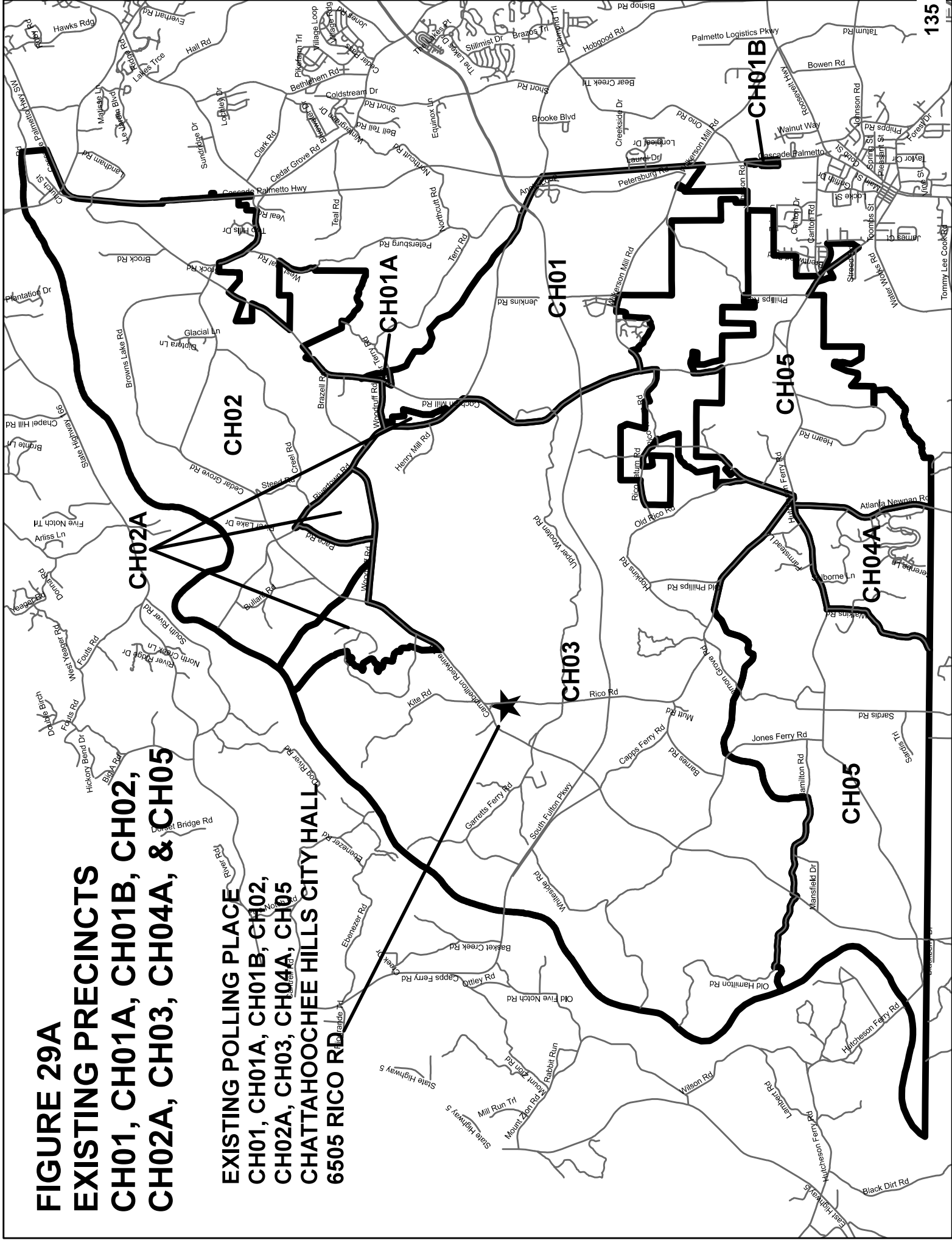


FIGURE 29B
PROPOSED PRECINCTS
CH01, CH01B, CH02,
CH03, CH04A, & CH05
PROPOSED POLLING PLACE
CH01, CH01B, CH02, CH03, CH04A, CH05
CHATTAHOOCHEE HILLS CITY HALL
6505 RICO RD

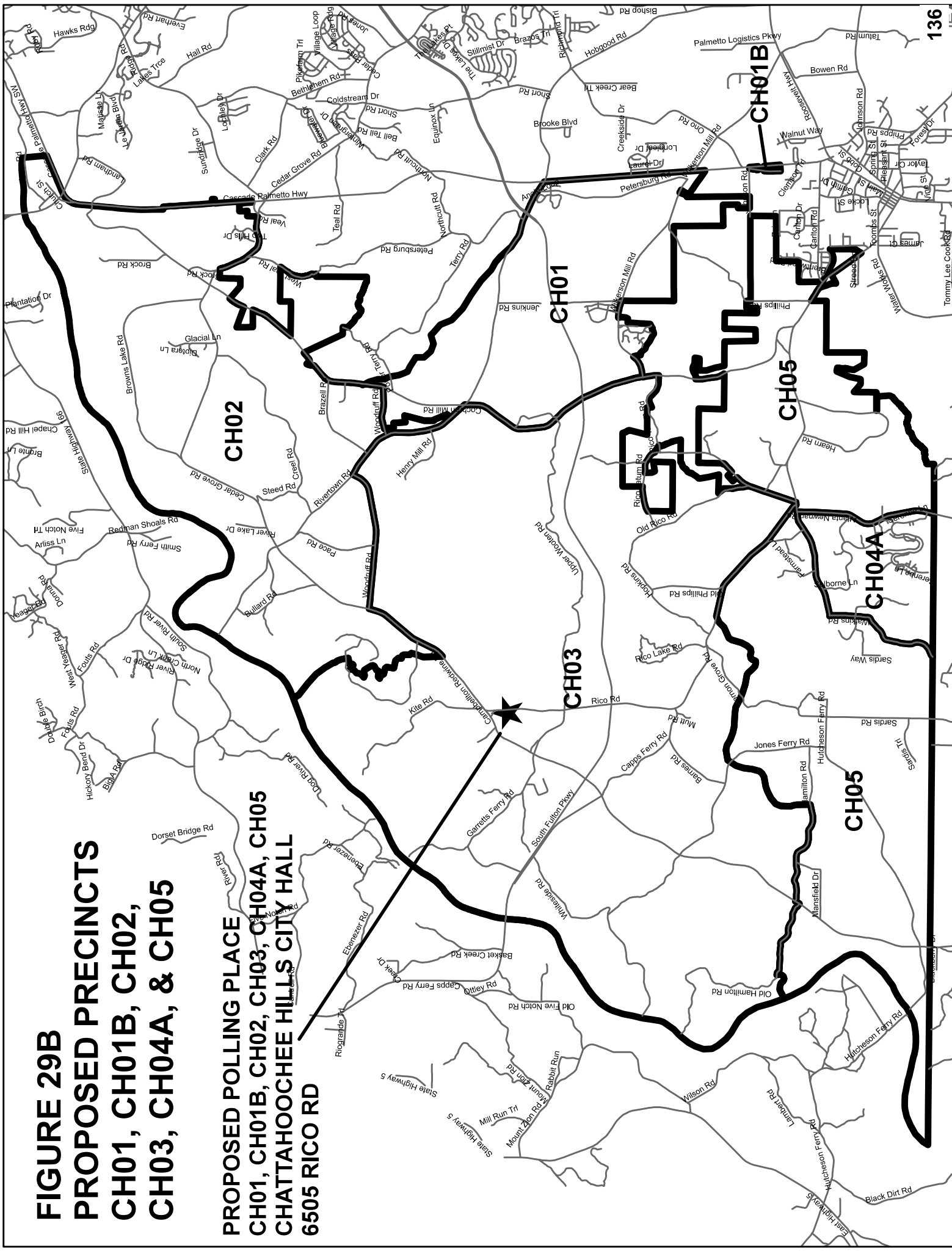


FIGURE 30A
EXISTING PRECINCTS

RW21, RW21A, SS01, & SS01A

EXISTING POLLING PLACE
RW21, RW21A, SS01, SS01A
JOHNS CREEK ENVIRONMENTAL CAMPUS
8100 HOLCOMB BRIDGE RD

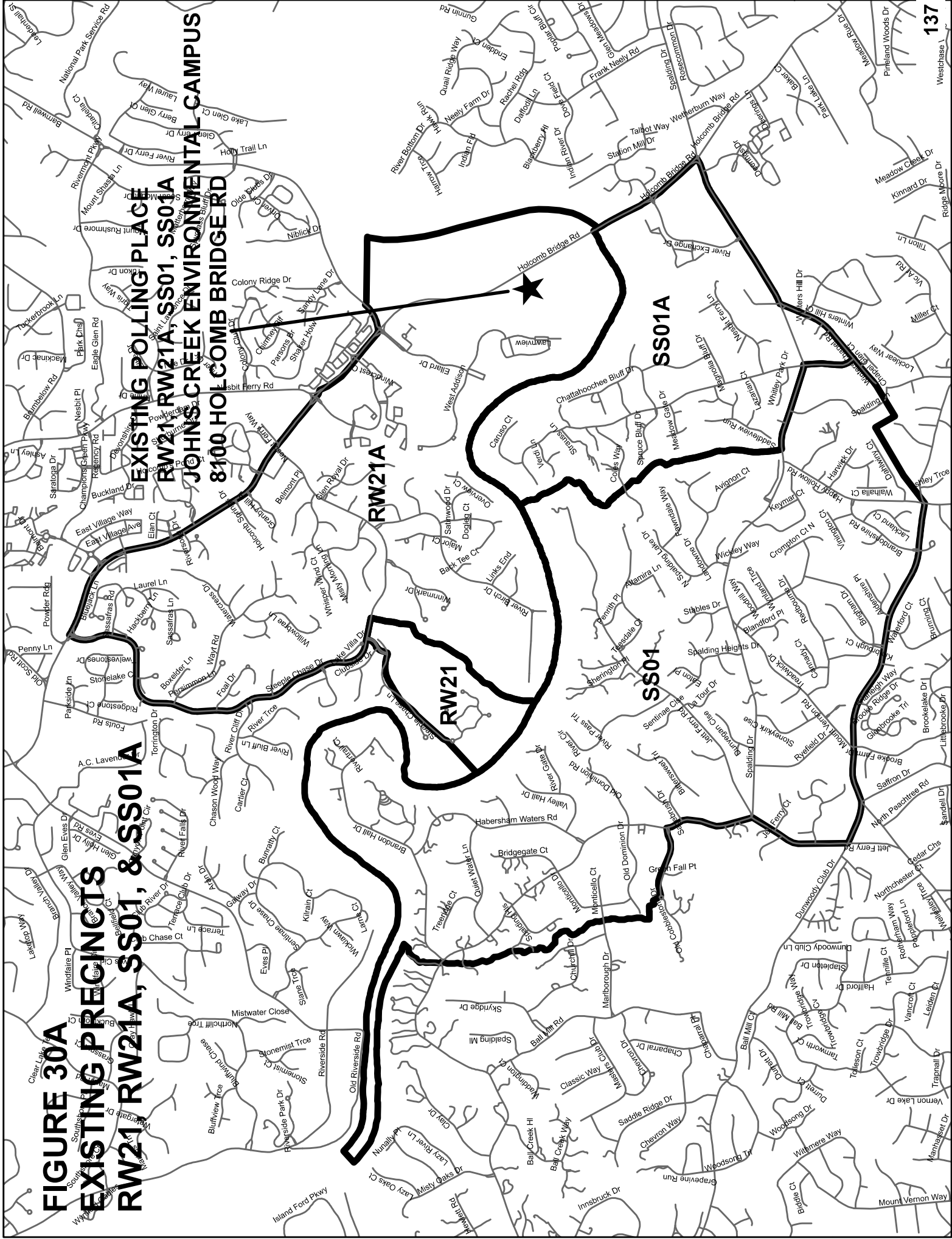


FIGURE 30B

PROPOSED PRECINCTS

RW21A, SS01 & SS01A

PROPOSED POLLING PLACE RW21A, SS01, SS01A JOHNS CREEK ENVIRONMENTAL CAMPUS 8100 HOLCOMB BRIDGE RD

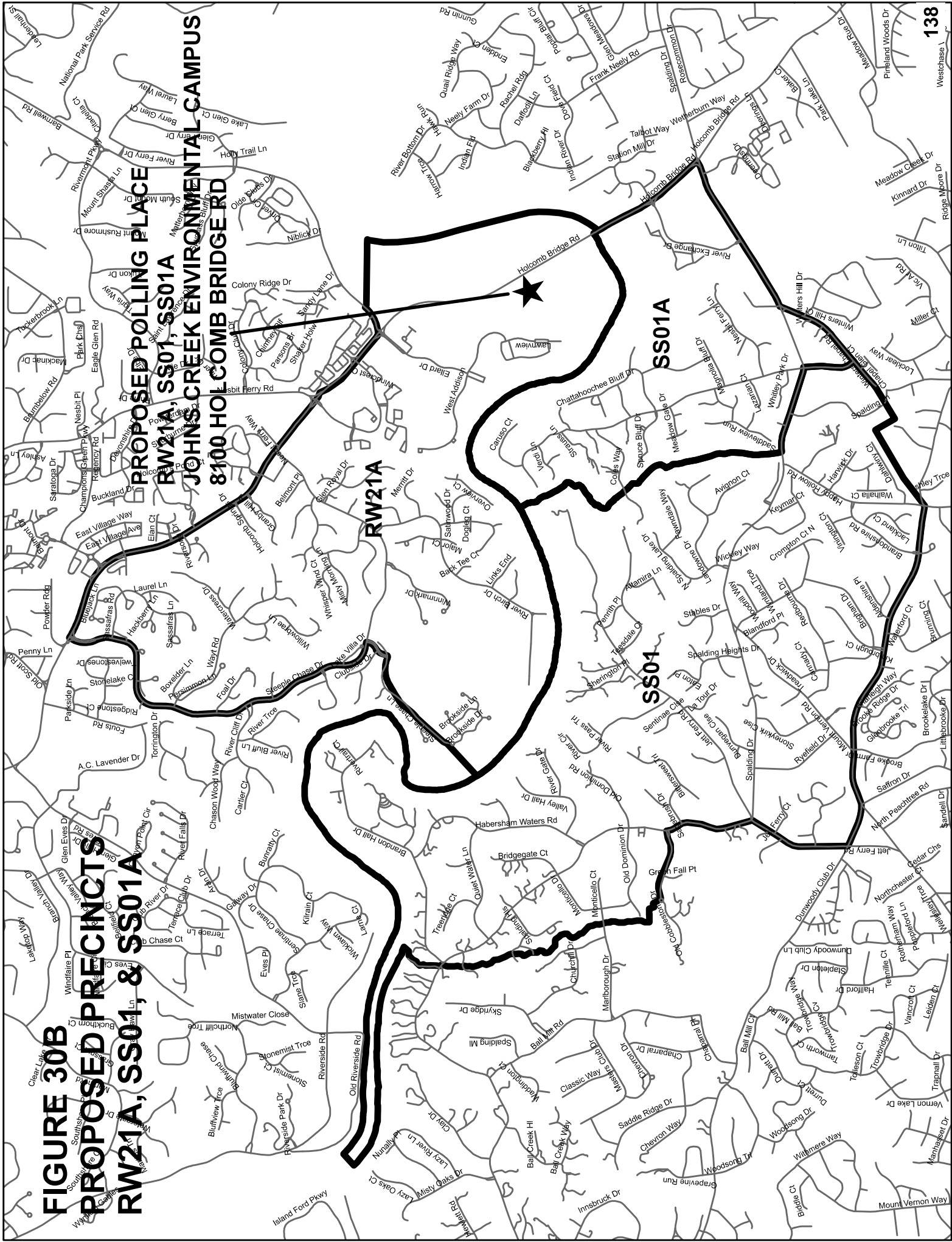


FIGURE 31A
EXISTING PRECINCTS
SC07A & SC07E

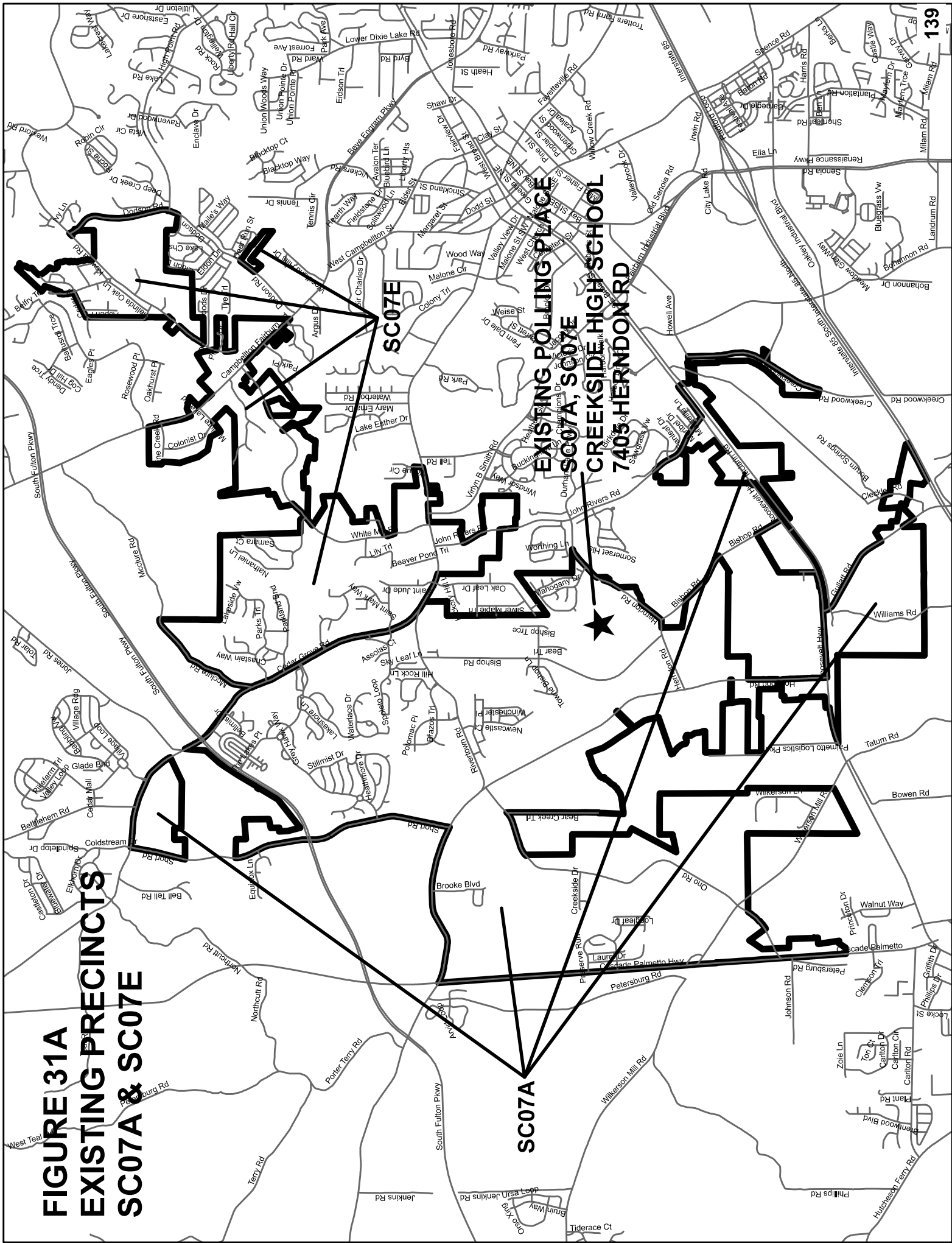


FIGURE 31B
PROPOSED PRECINCT
SC07A

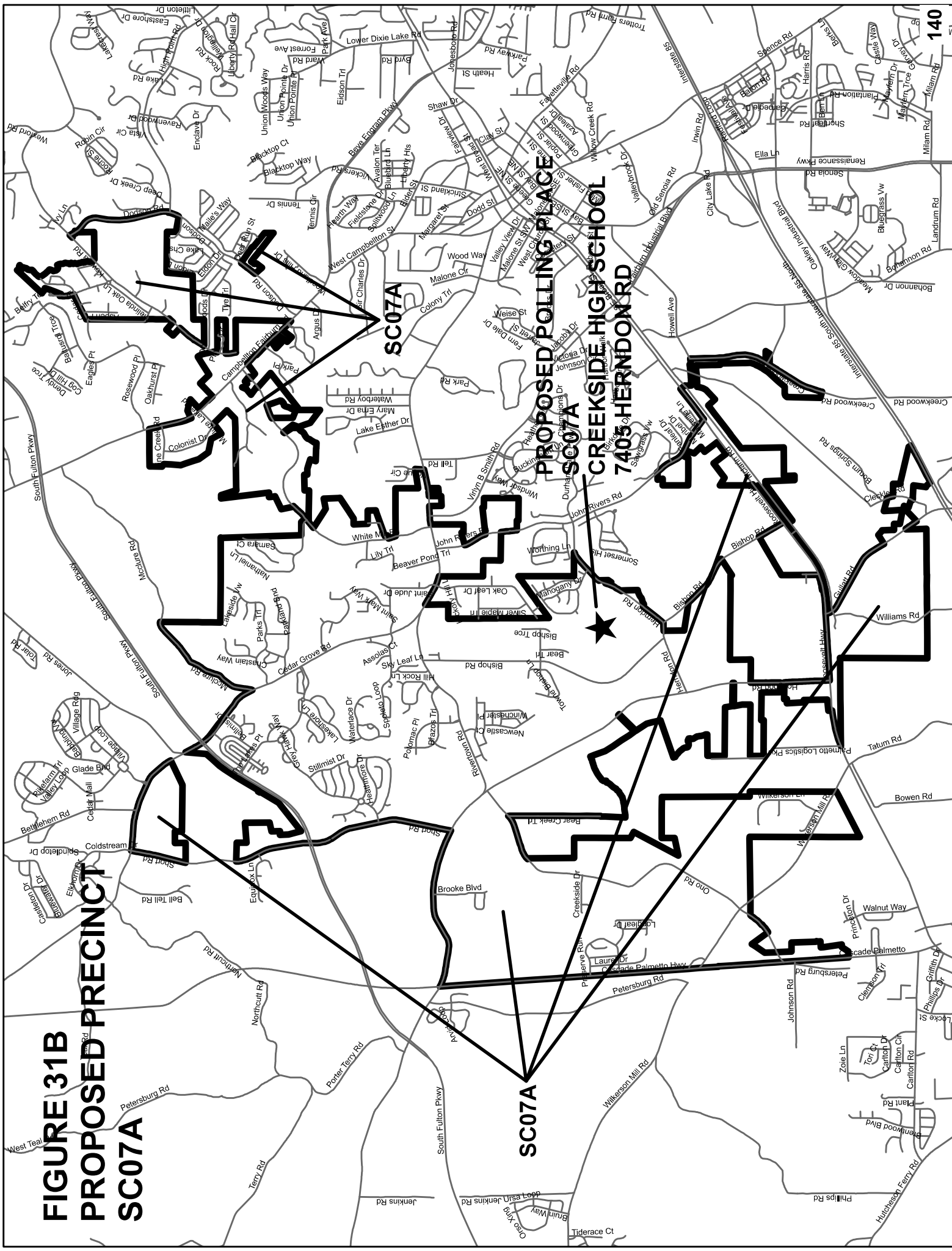


FIGURE 32A

EXISTING PRECINCTS

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

EXISTING POLLING PLACE

**SC05B, SC05C, SC05E, SC05H,
SC05J, SC07B, SC07D, SC07F**

GLIFTONDALE CHURCH

4095 STONEWALL TELL RD

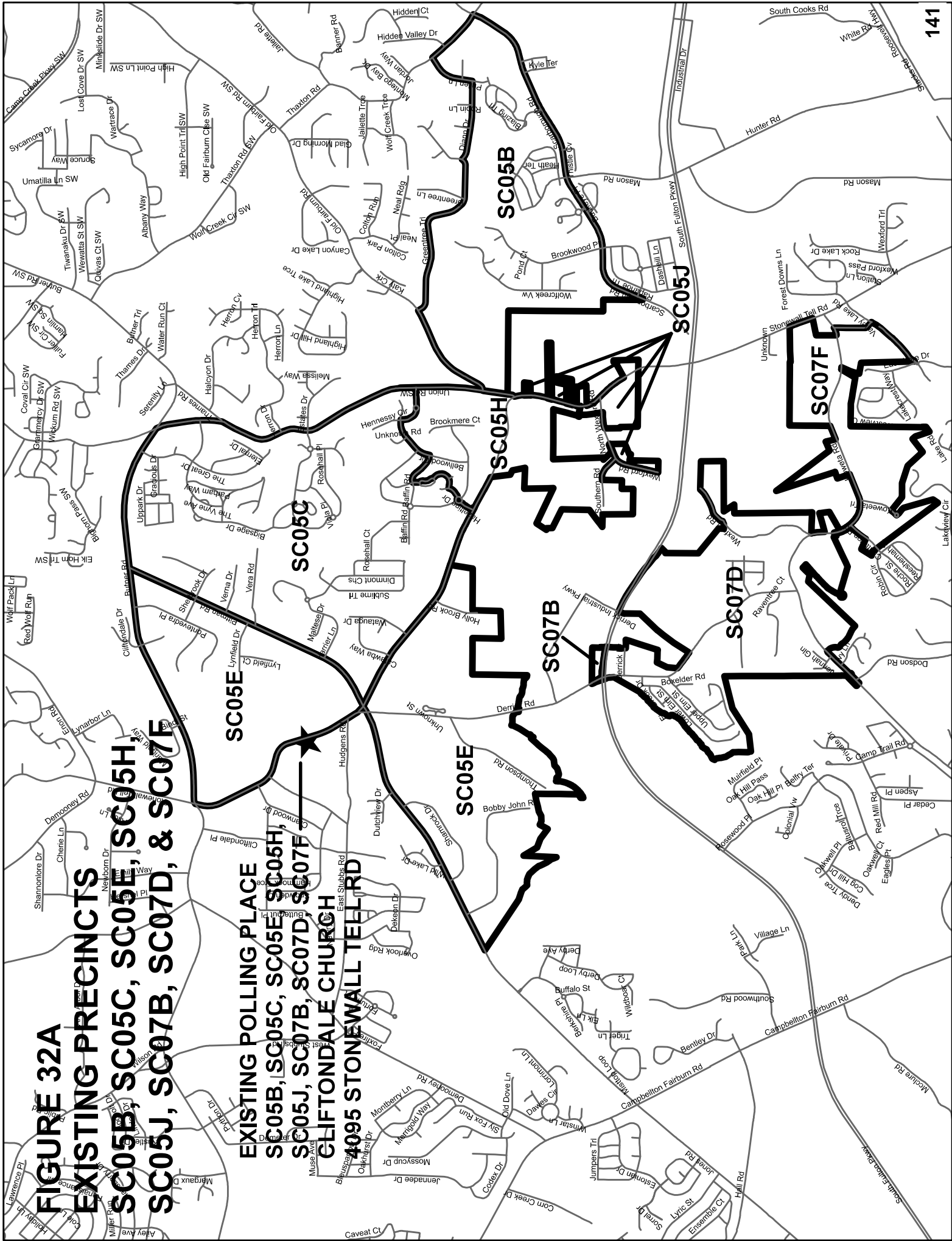


FIGURE 32B

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**

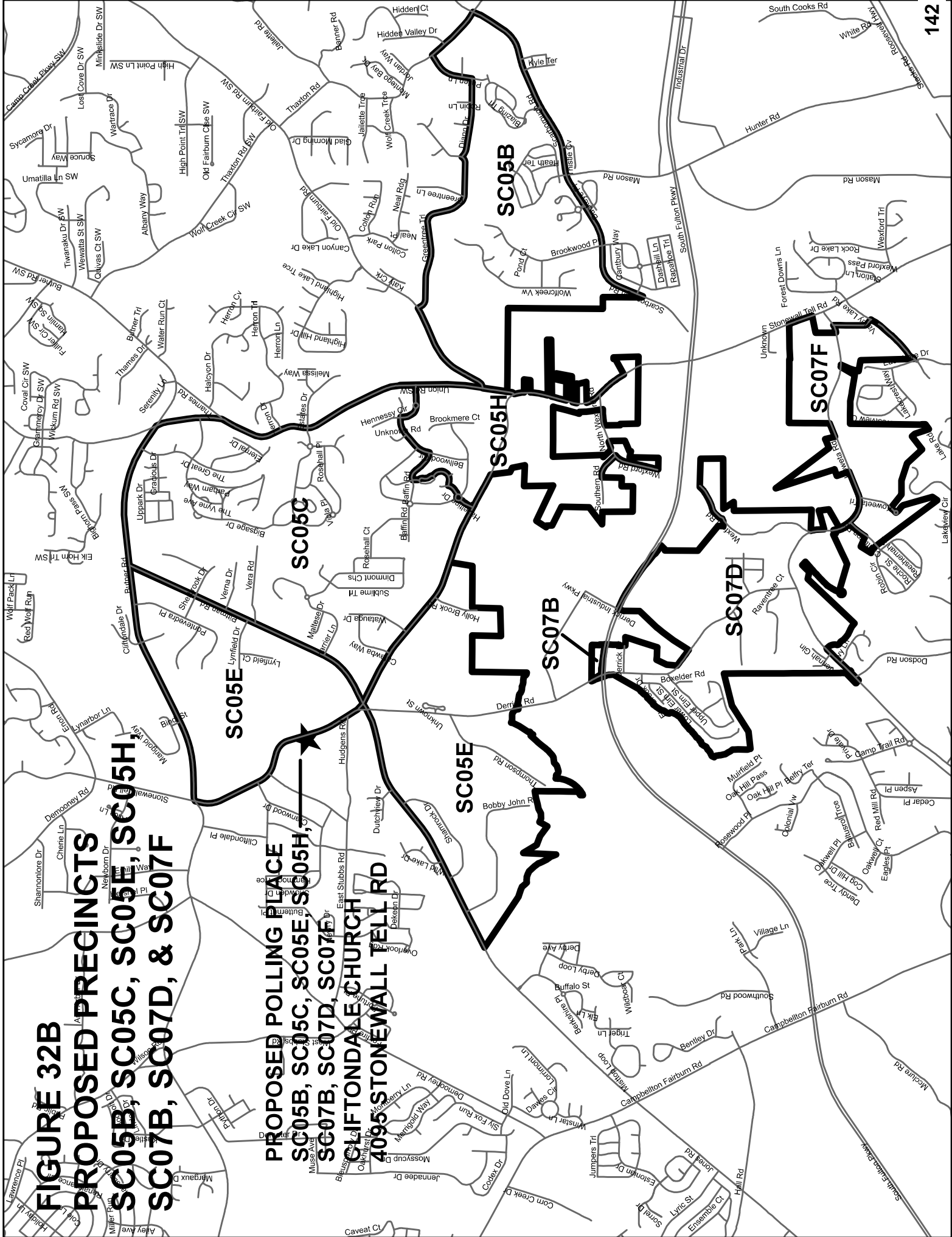


FIGURE 33A

EXISTING PRECINCTS

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

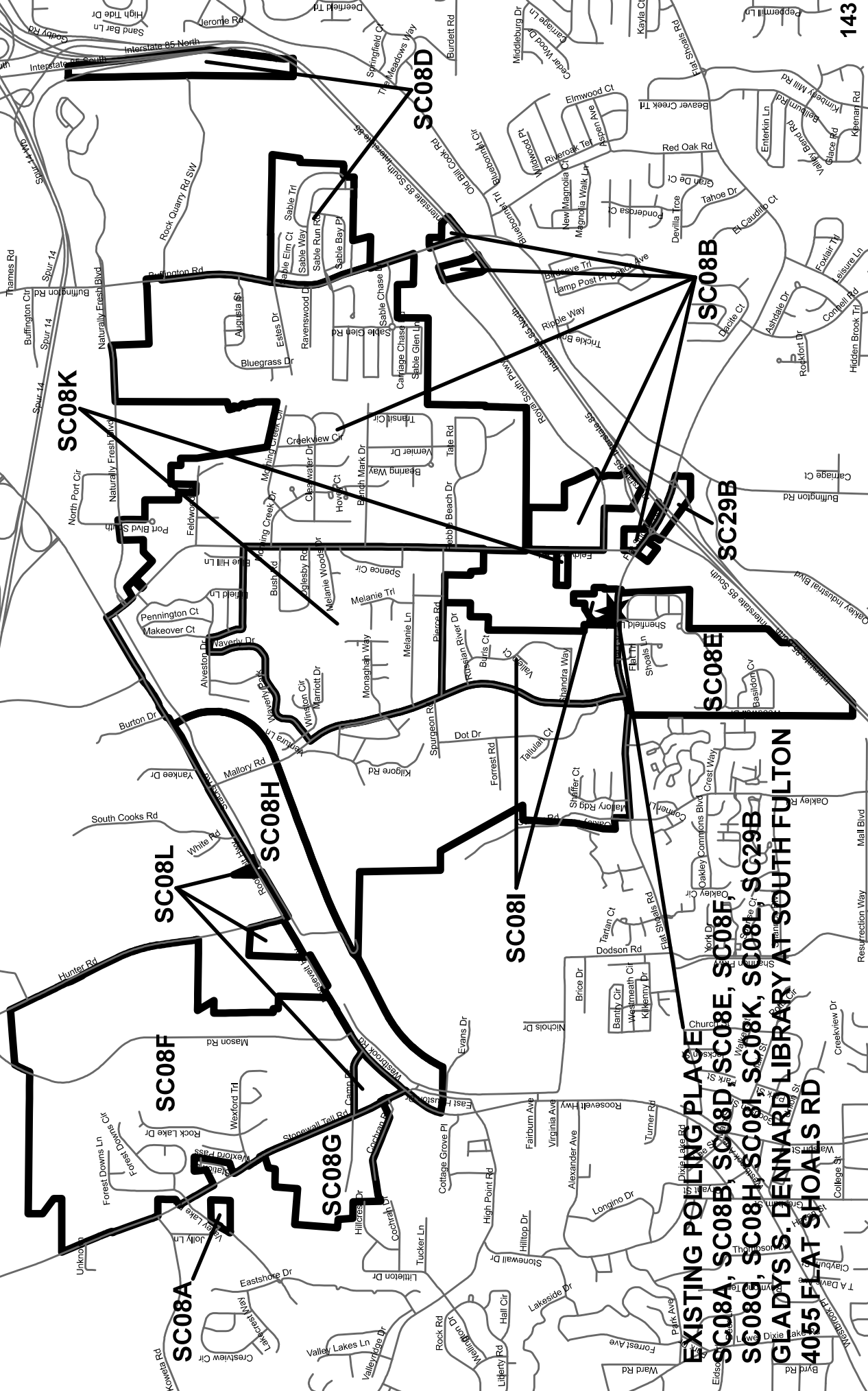
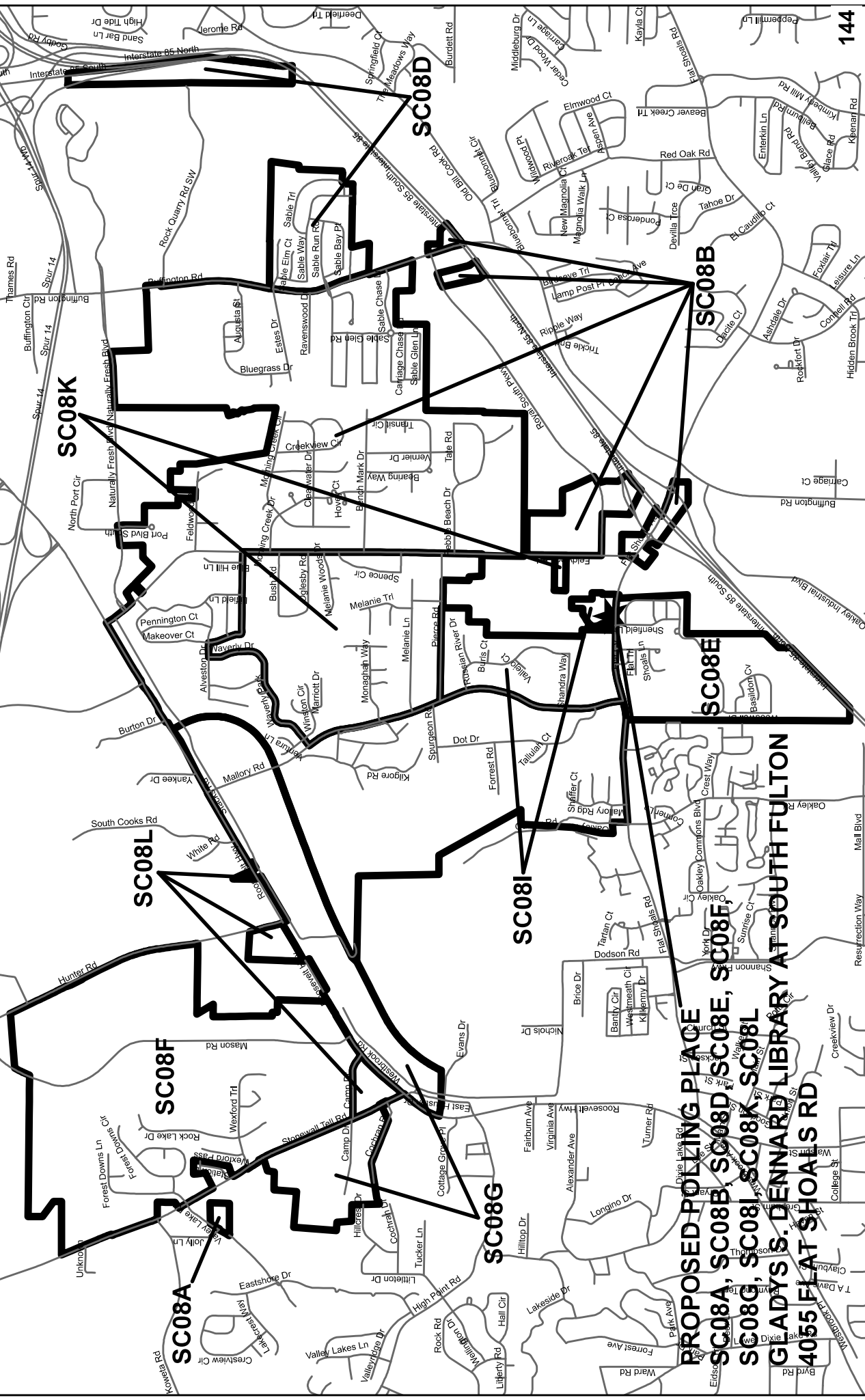


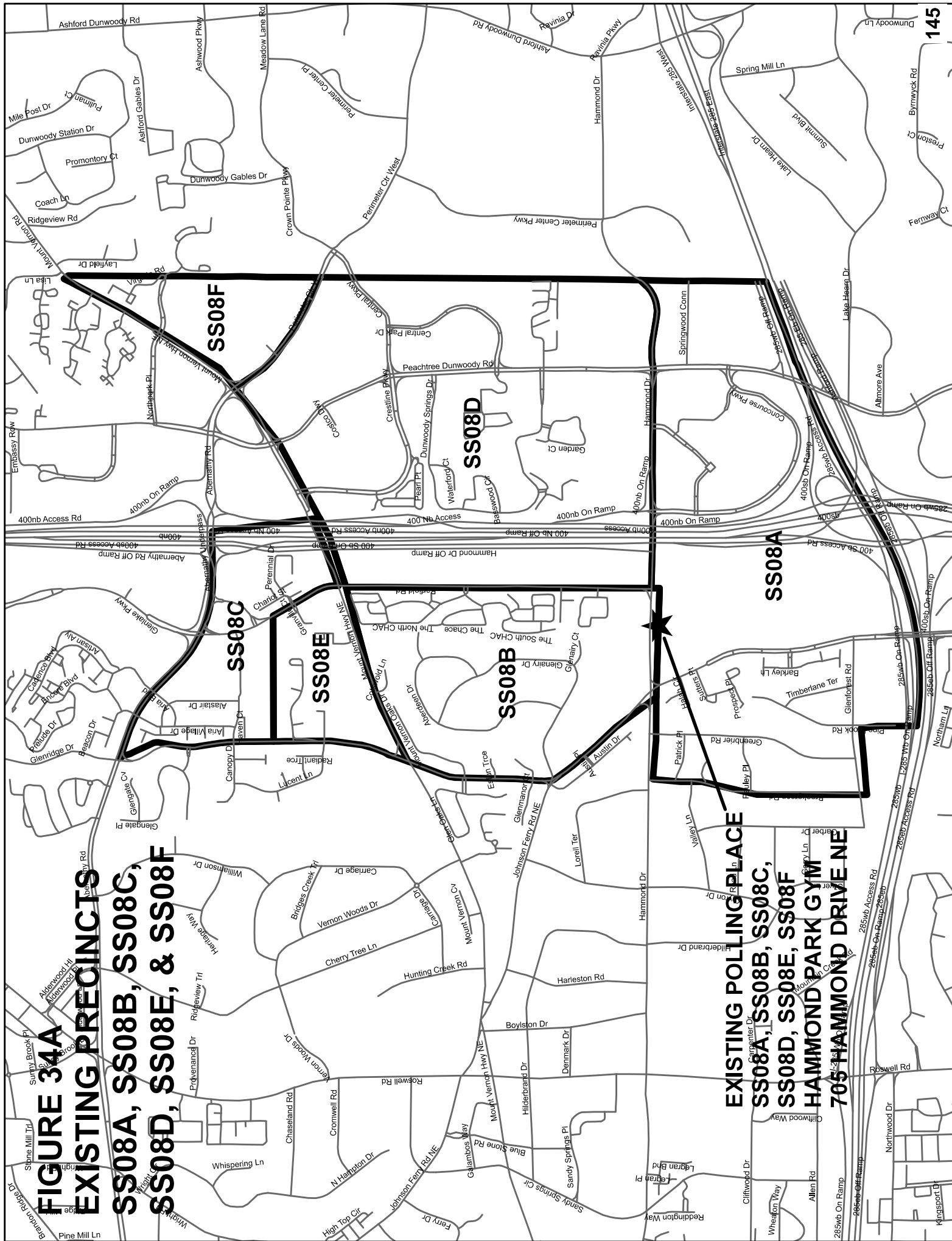
FIGURE 33B

PROPOSED PRECINCTS

**SC08A, SC08B, SC08D, SC08E, SC08F,
SC08G, SC08I, SC08K, & SC08L**



PROPOSED POLLING PLACE
**SC08A, SC08B, SC08D, SC08E, SC08F,
SC08G, SC08I, SC08K, SC08L**
GLADYS S. DENNARD LIBRARY AT SOUTH FULTON
4055 FLAT SHOALS RD



**SS08A, SS08B, SS08C,
SS08D, & SS08E**

**SS08A, SS08B, SS08C,
SS08D, SS08E**

285wb Access
205eb On Pass

restoration
highway

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**

**WOODLAID ELEMENTARY SCHOOL
4130 SPALDING DR**

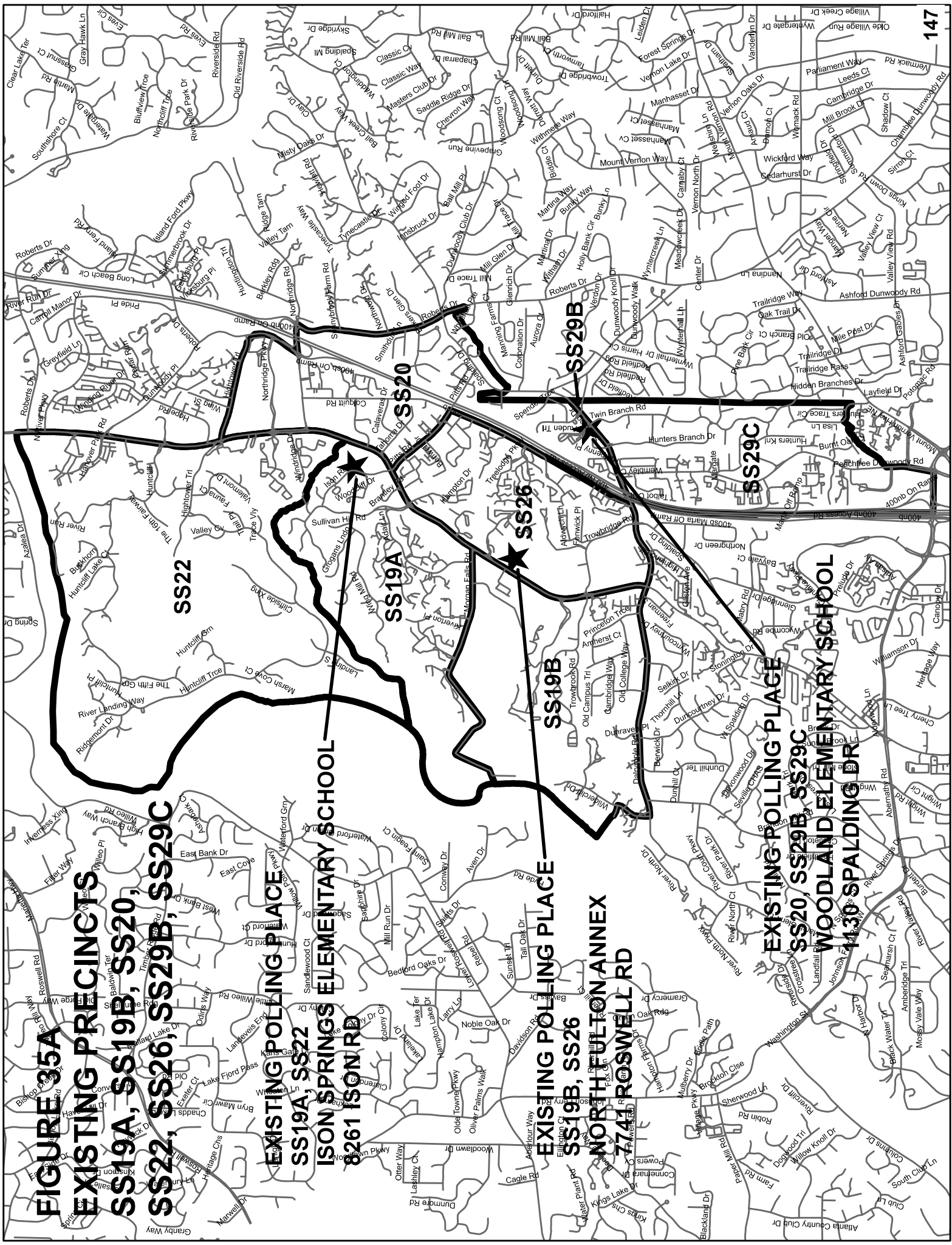


FIGURE 35B

PROPOSED PRECINCTS

SS19A, SS19B, SS20,

SS22, SS26, SS29C

PROPOSED POLLING PLACE

SS19A SS19B, SS20,

SS22, SS26, SS29C

NORTH FULTON ANNEX

7741 ROSWELL RD

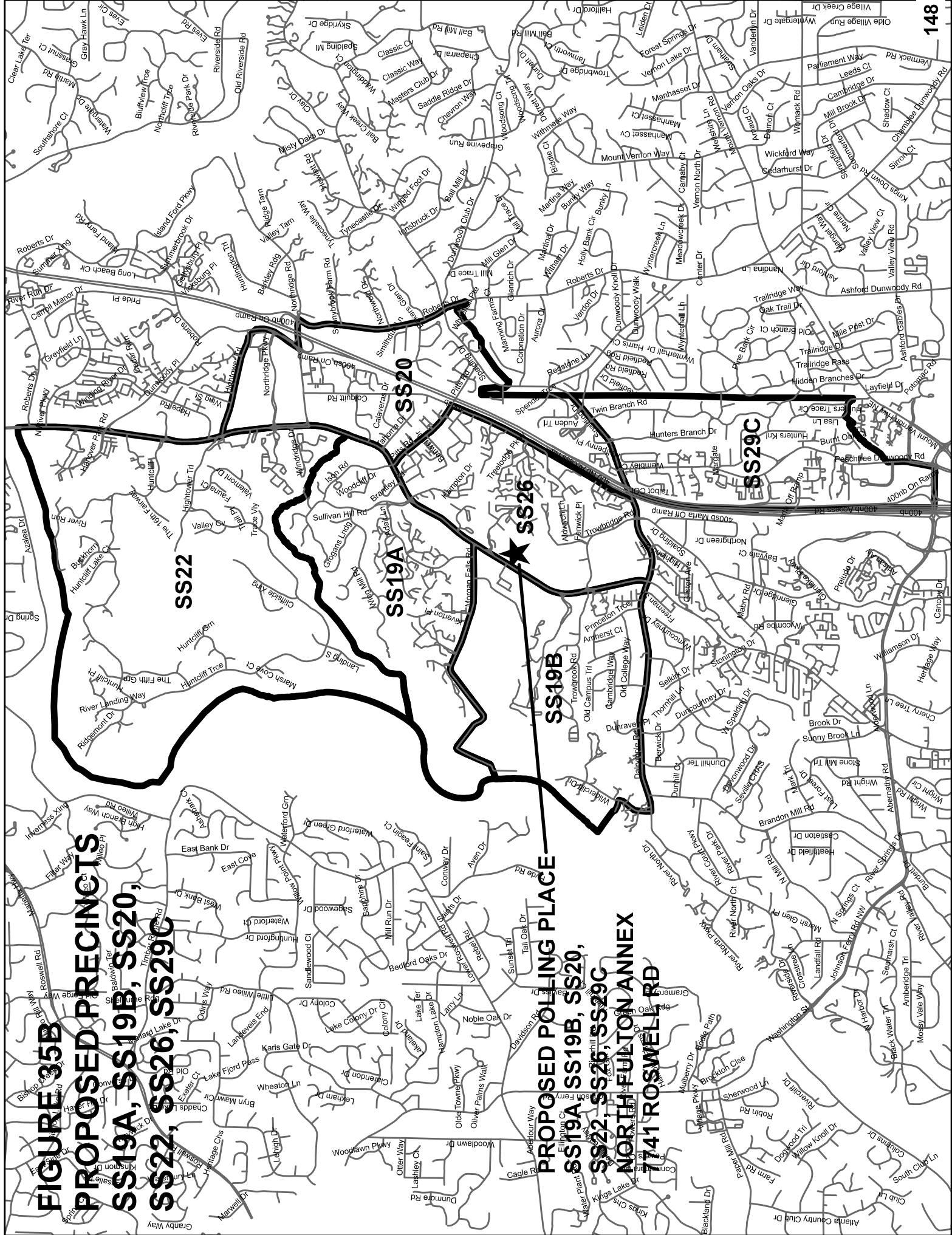


FIGURE 36A

EXISTING PRECINCTS

UC01A/B/C/D/E &

SC08A/B/D/E/F/G/I/K

EXISTING POLLING PLACE

UC01A/B/C/D/E

FELDWOOD ELEMENTARY SCHOOL

5790 FELDWOOD RD

SC08D

UC01B

SC08D

SC08B

UC01C

SC08B

UC01C

SC08K

EXISTING POLLING PLACE

SC08A/B/D/E/F/G/I/K

GLADYS S DENNARD LIBRARY

AT SOUTH FULTON

4055 FLAT SHOALS RD

UC01A

UC01E

SC08F

UC01D

SC08A

UC01A

SC08G

UC01A

SC08E

SC08H

SC08I

SC08L

SC08K

SC08B

SC08D

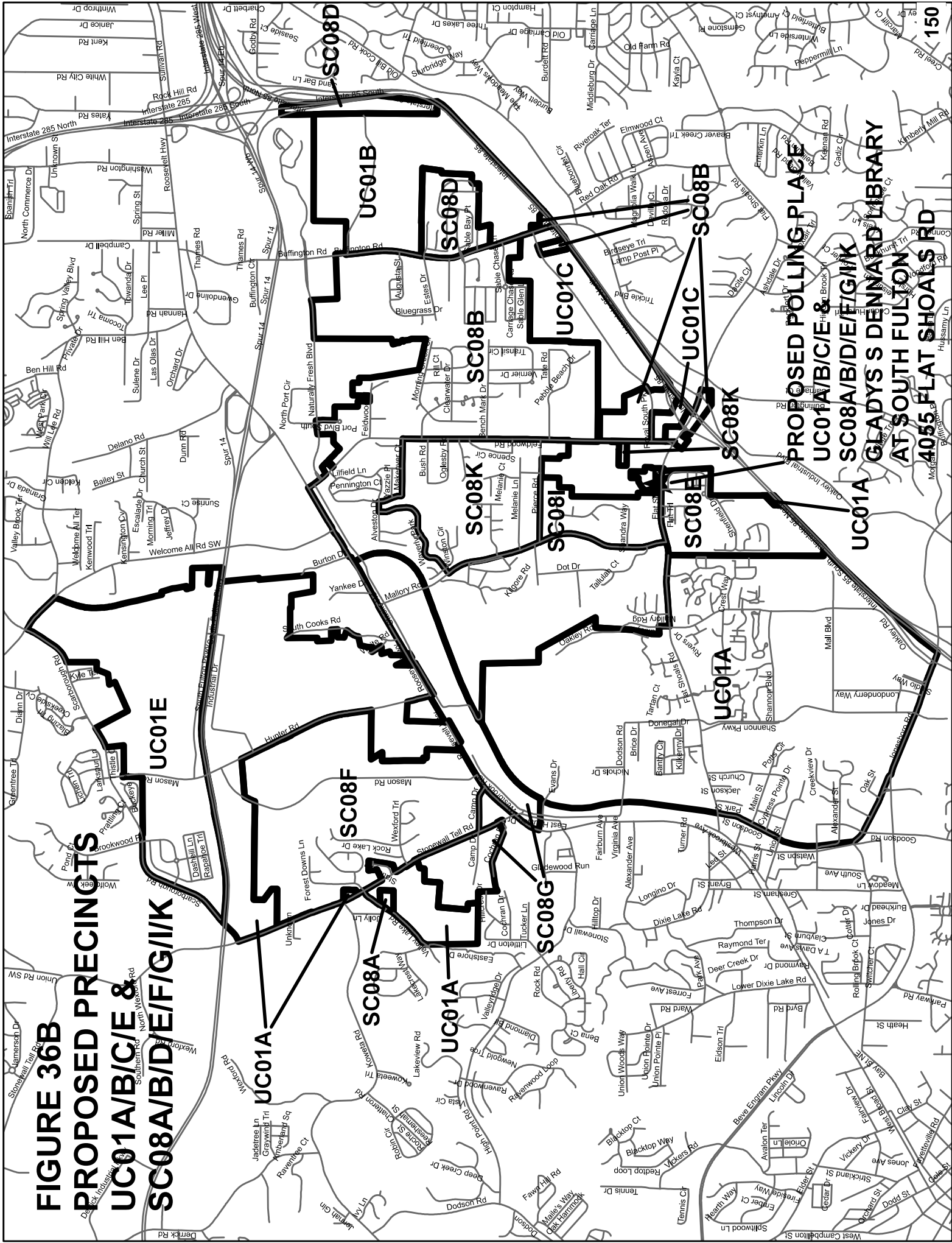
UC01B

SC08D

FIGURE 36B

PROPOSED PRECINCTS

**UC01A/B/C/E &
SC08A/B/D/E/F/G/I/K**



PROPOSED POLLING PLACE
**UC01A/B/C/E &
SC08A/B/D/E/F/G/I/K**
GLADYS S DENNARD LIBRARY
AT SOUTH FULTON
4055 FLAT SHOALS RD

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

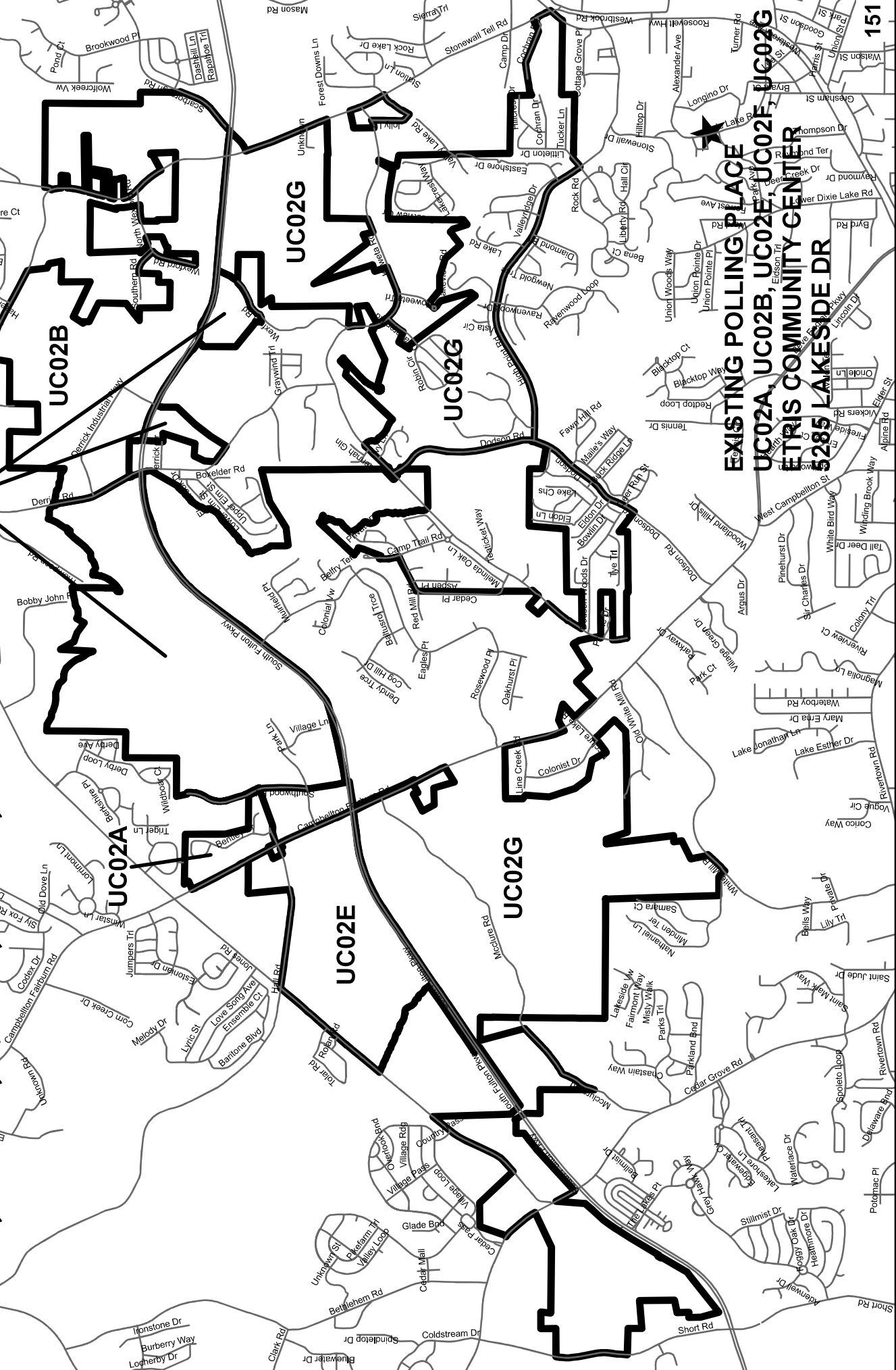


FIGURE 37B
PROPOSED PRECINCTS
UC02A, UC02E, UC02F, & UC02G

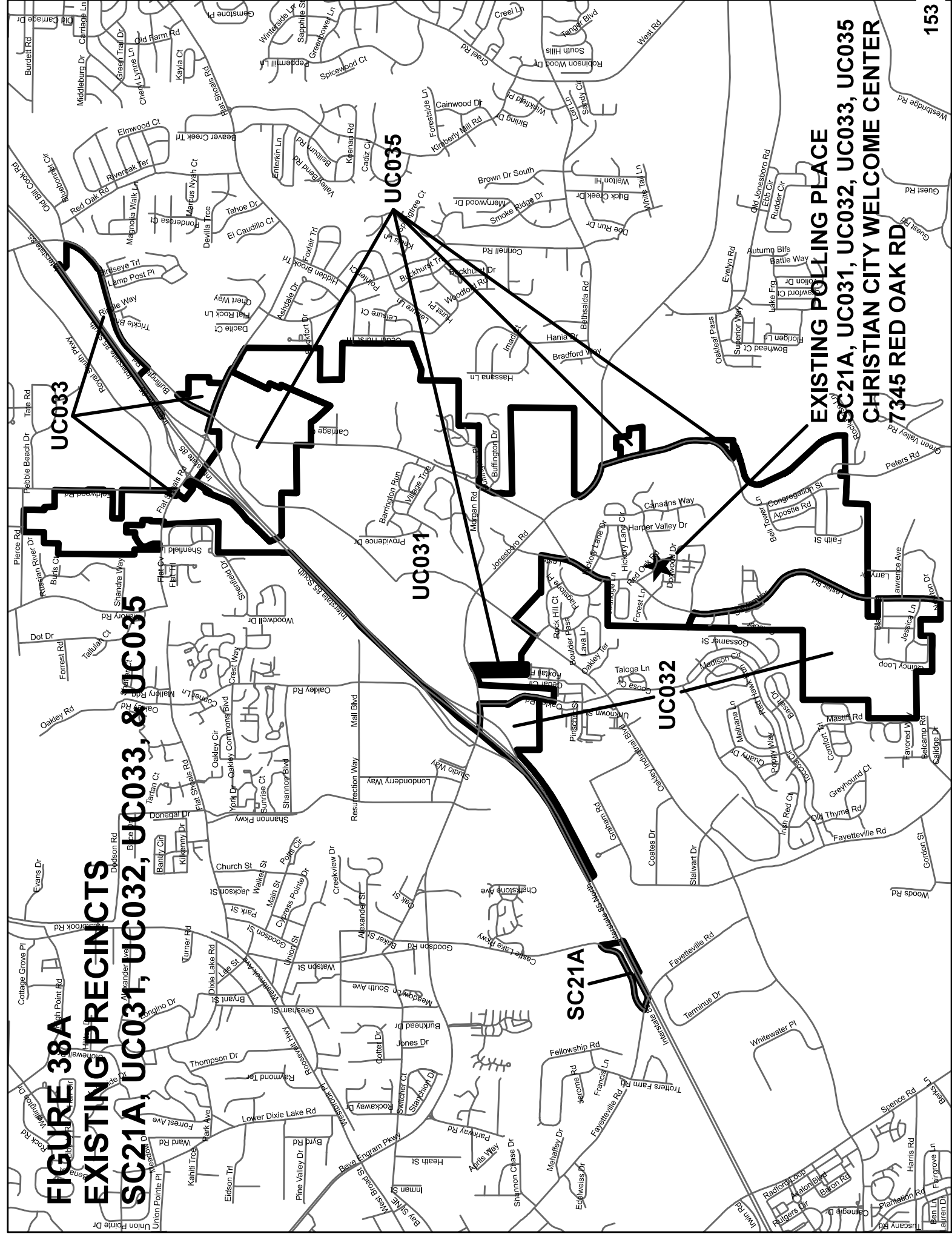
The map displays four proposed precincts: UC02A, UC02E, UC02F, and UC02G. UC02A is located in the upper left, UC02E in the upper right, UC02F in the lower left, and UC02G in the lower right. The map includes a north arrow and a scale bar. The precincts are outlined in black and labeled with their respective codes. The map shows a network of roads and a river.

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

The map displays four proposed precincts: UC02A, UC02E, UC02F, and UC02G. UC02A is located in the upper left, UC02E in the upper right, UC02F in the lower left, and UC02G in the lower right. The map includes a title block on the left, a north arrow, and a scale bar. The precincts are outlined in black and labeled with their respective codes. The map shows a network of roads and a river.

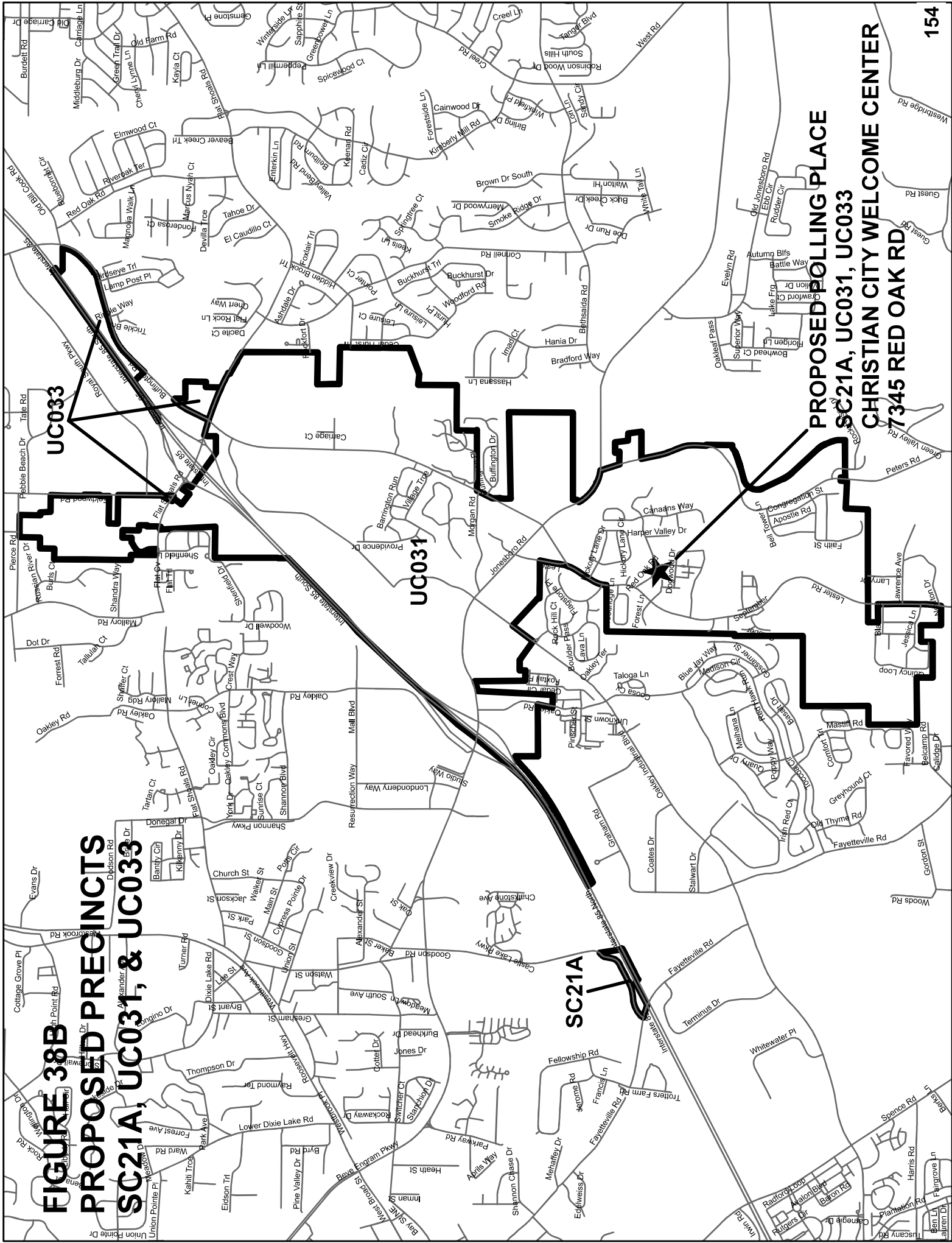
FIGURE 38A EXISTING PRECINCTS

SC21A, UC031, UC032, UC033, & UC035



EXISTING POLLING PLACE
SC21A, UC031, UC032, UC033, UC035
CHRISTIAN CITY WELCOME CENTER
7345 RED OAK RD

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 PRUITT SENIOR CENTER
4320 HERSCHEL RD

4320 HERSHEY RD

CP051:

CP05B

CP07B

CP06A

CP06B

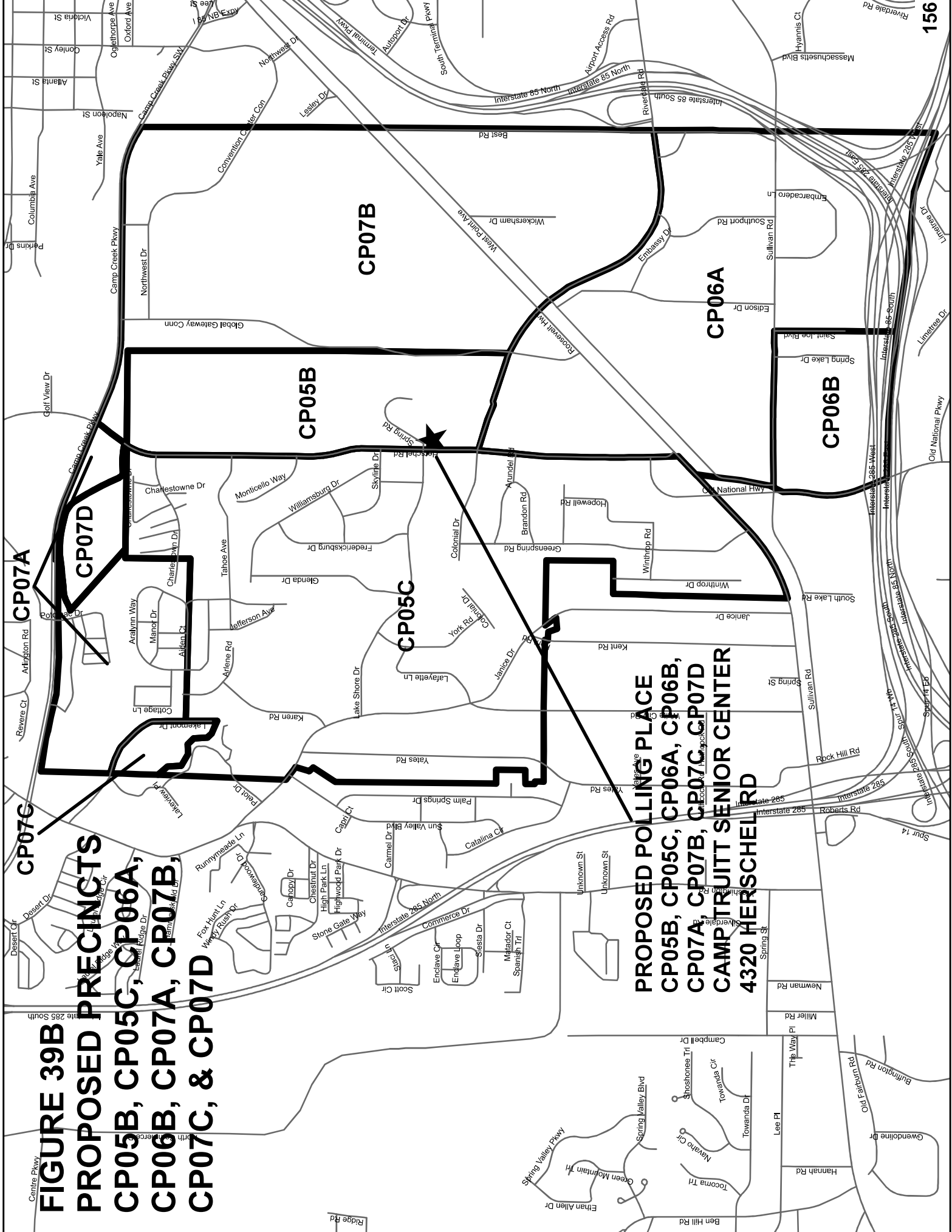


FIGURE 39B
PROPOSED PRECINCTS
CP05B, CP05C, CP06A,
CP06B, CP07A, CP07B,
CP07C, & CP07D

PROPOSED POLLING PLACE
CP05B, CP05C, CP06A, CP06B,
CP07A, CP07B, CP07C, CP07D
CAMPBELL 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



EXISTING POLLING PLACE
**CP05B, CP05C, CP06A, CP06B,
CP07A, CP07B, CP07C, CP07D**
CAMP TRUETT SENIOR CENTER
4320 HERSCHEL RD

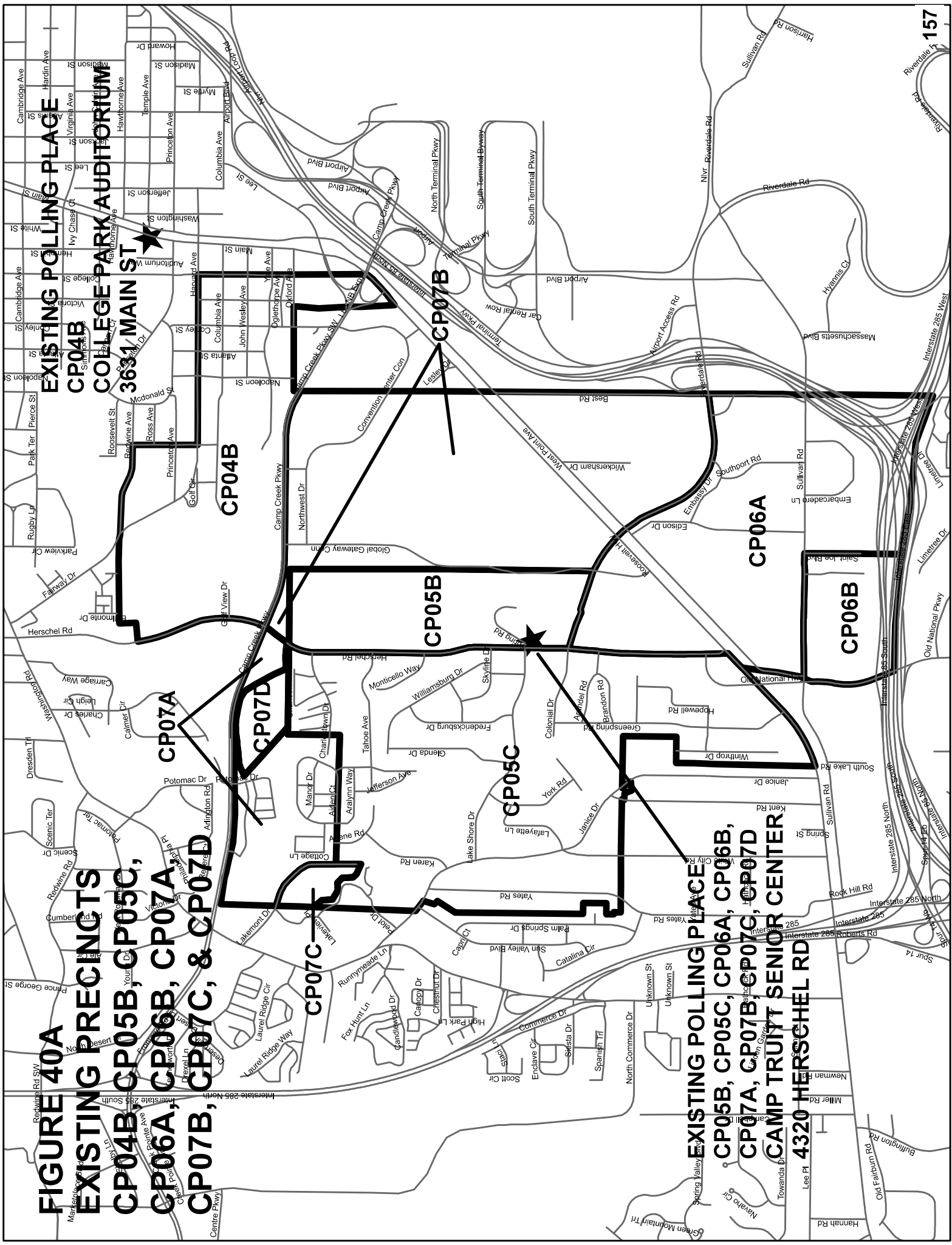


FIGURE 40B

PROPOSED PRECINCTS

CP05B, CP05C, CP06A,

CP06B, CP07A, CP07B,

CP07C, & CP07D

PROPOSED POLLING PLACES

CP05B, CP05C, CP06A, CP06B,

CP07A, CP07B, CP07C, CP07D

CAMP TRUITT SENIOR CENTER

4320 HERSHEL RD

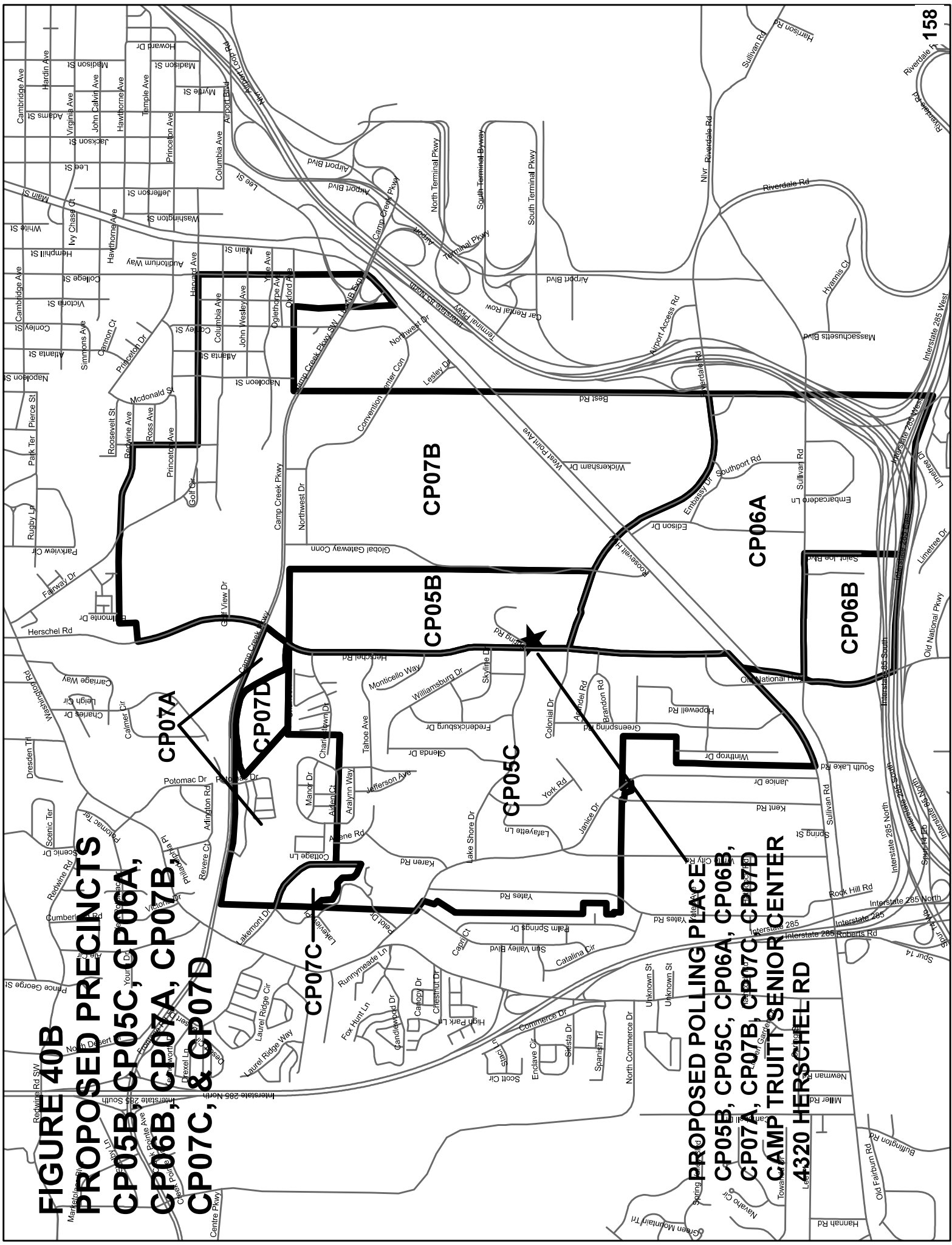


FIGURE 41A

EXISTING PRECINCTS

EP03A, EP03B, EP03C, EP03D, EP04C, & EP04D

EXISTING POLLING PLACE

EP03A, EP03B, EP03C, EP03D, EP04C, & EP04D

ST. STEPHENS MISSIONARY BAPTIST CHURCH

2670 HOGAN 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 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 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

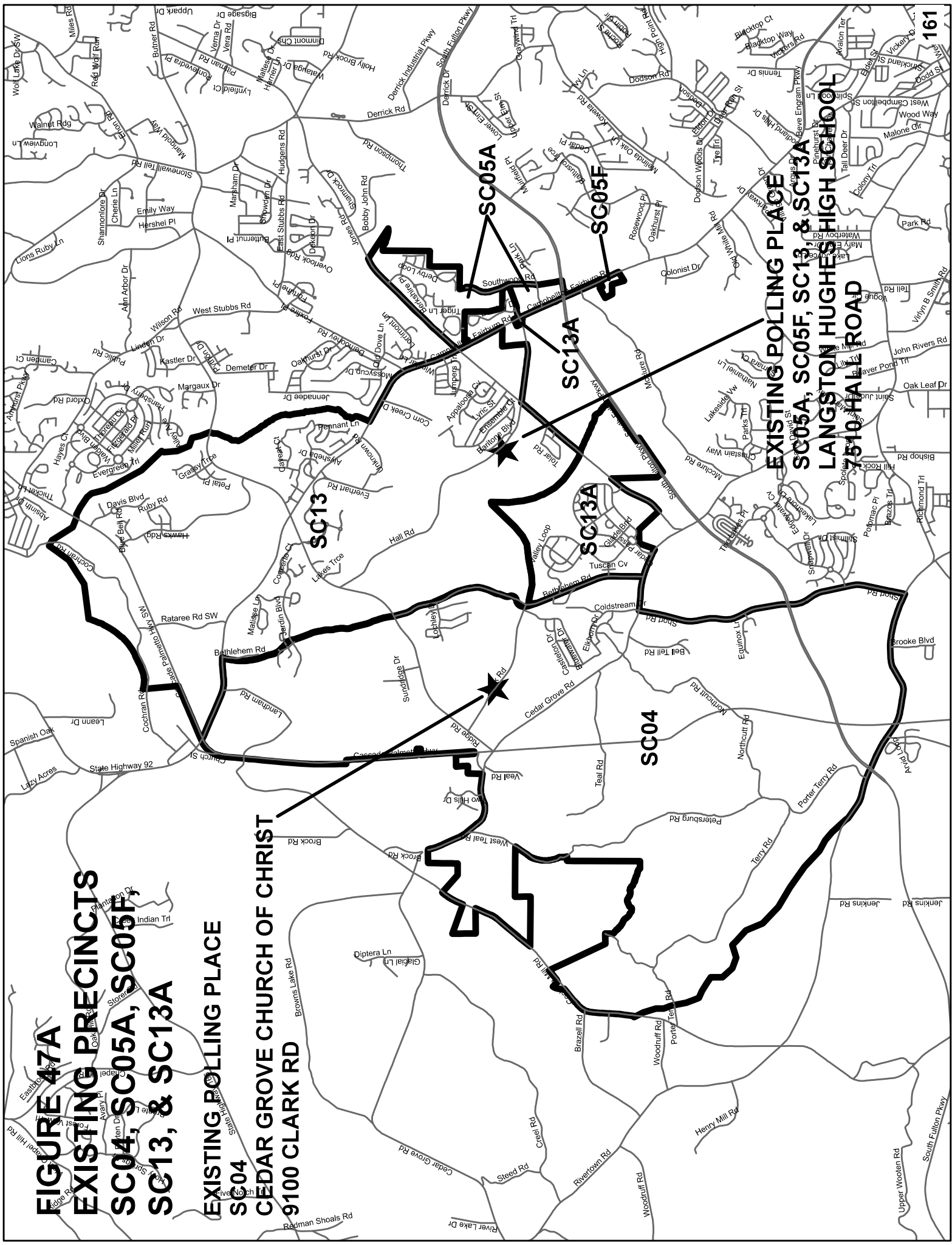


FIGURE 47B
PROPOSED PRECINCTS
SC05A, SC13, & SC13A

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

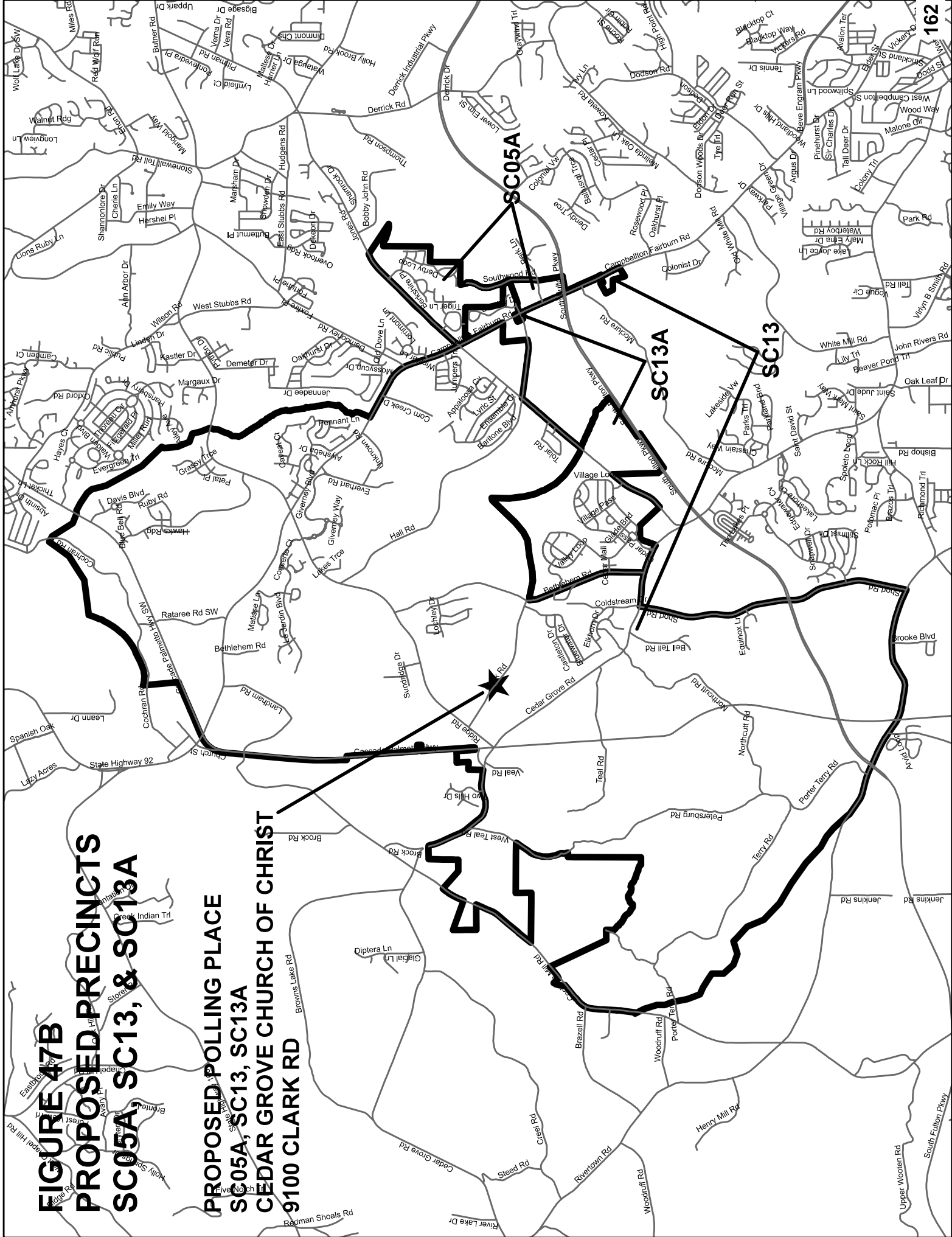


FIGURE 48A

EXISTING PRECINCTS

10B, 10B1, 10I, & 11C4

EXISTING POLLING PLACE

10B, 10B1, 10I

WEST MANOR PARK

3240 WEST MANOR CIR

EXISTING POLLING PLACE

11C4

WILLIAM WALKER RECREATION CENTER

2405 FAIRBURN RD SW

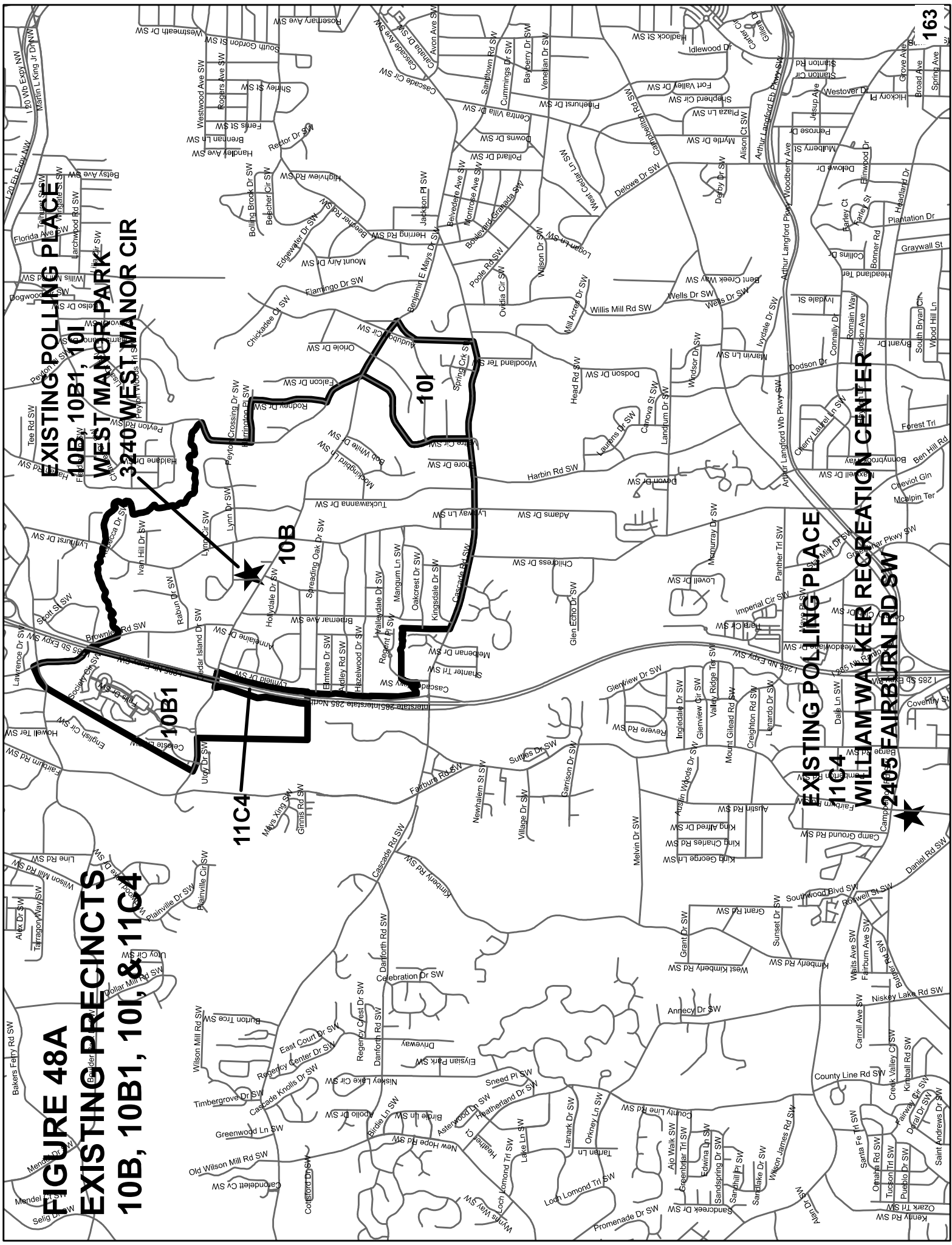


FIGURE 48B
PROPOSED PRECINCTS
10B, 10B1, & 10I

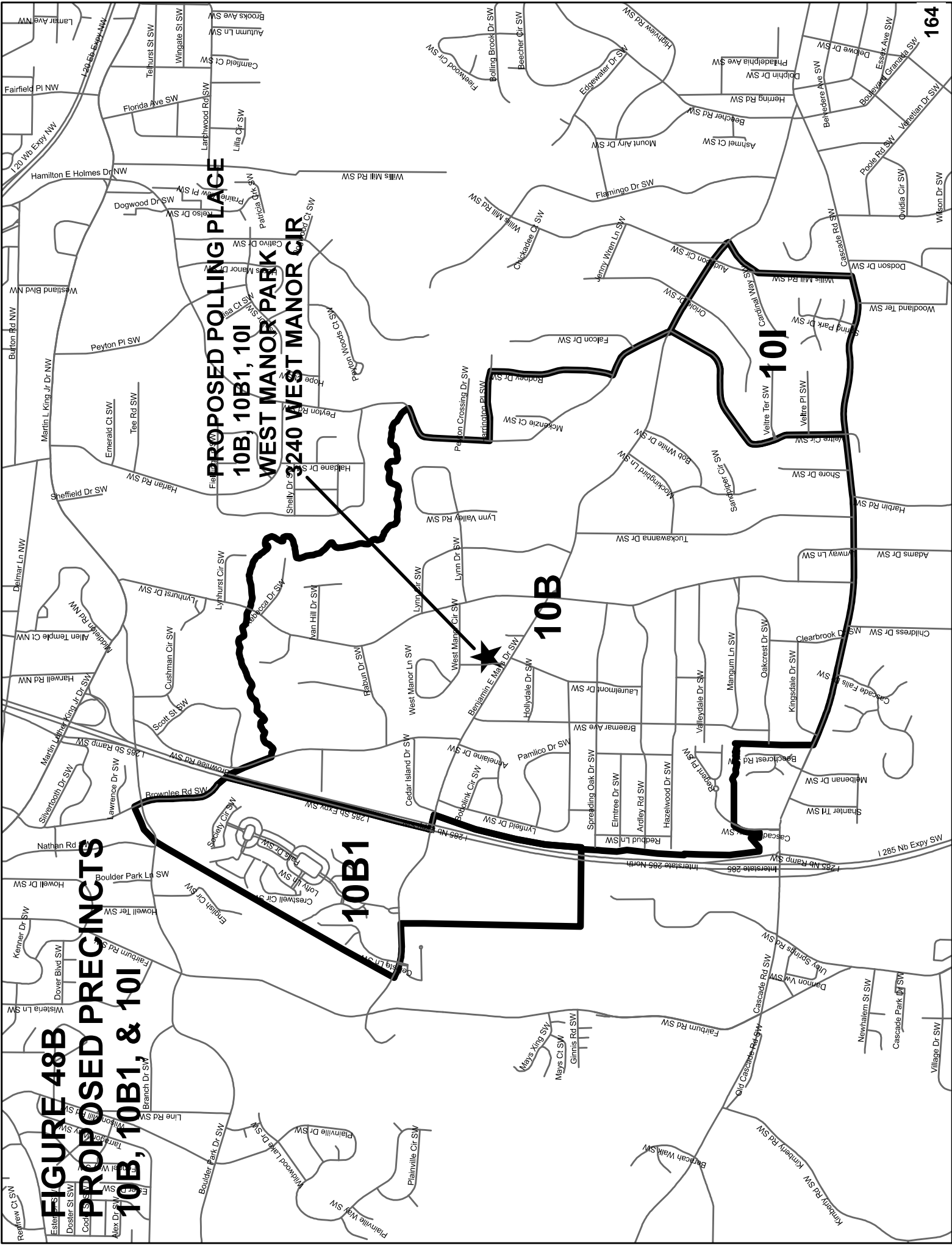


FIGURE 49A
EXISTING PRECINCTS
01C, 01P, 01S, & 12E2

EXISTING POLLING PLACE

01C, 01P, 01S

DOBBS ELEMENTARY SCHOOL

2025 JONESBORO RD SE

01C

01P

01S

EXISTING POLLING PLACE

12E2

ROSEL FANN RECREATION CENTER

365 CLEVELAND AVE SE

12E2

PROPOSED PRECINCTS

01C, 01P, & 01S

PROPOSED POLLING PLACES

01C, 01P, 01S

DOBBS ELEMENTARY SCHOOL

2025 JONESBORO RD SE

01C

01P

01S

01S

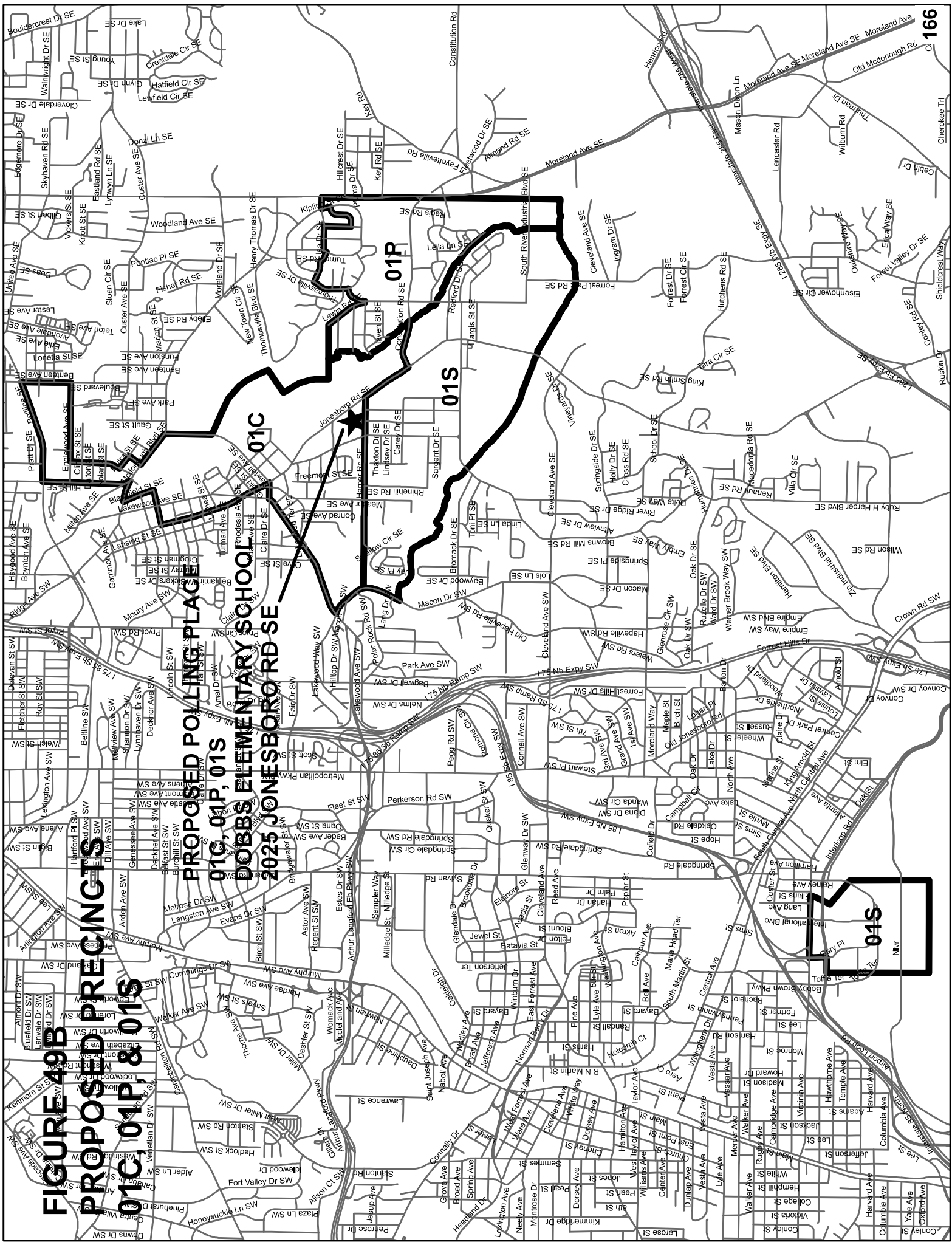


FIGURE 50A

EXISTING PRECINCTS

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

EXISTING POLLING PLACE
SC05B, SC05C, SC05E, SC05H,
SC07B, SC07D & SC07F
CLIFTONDALE CHURCH
1095 STONEWALL TELL ROAD

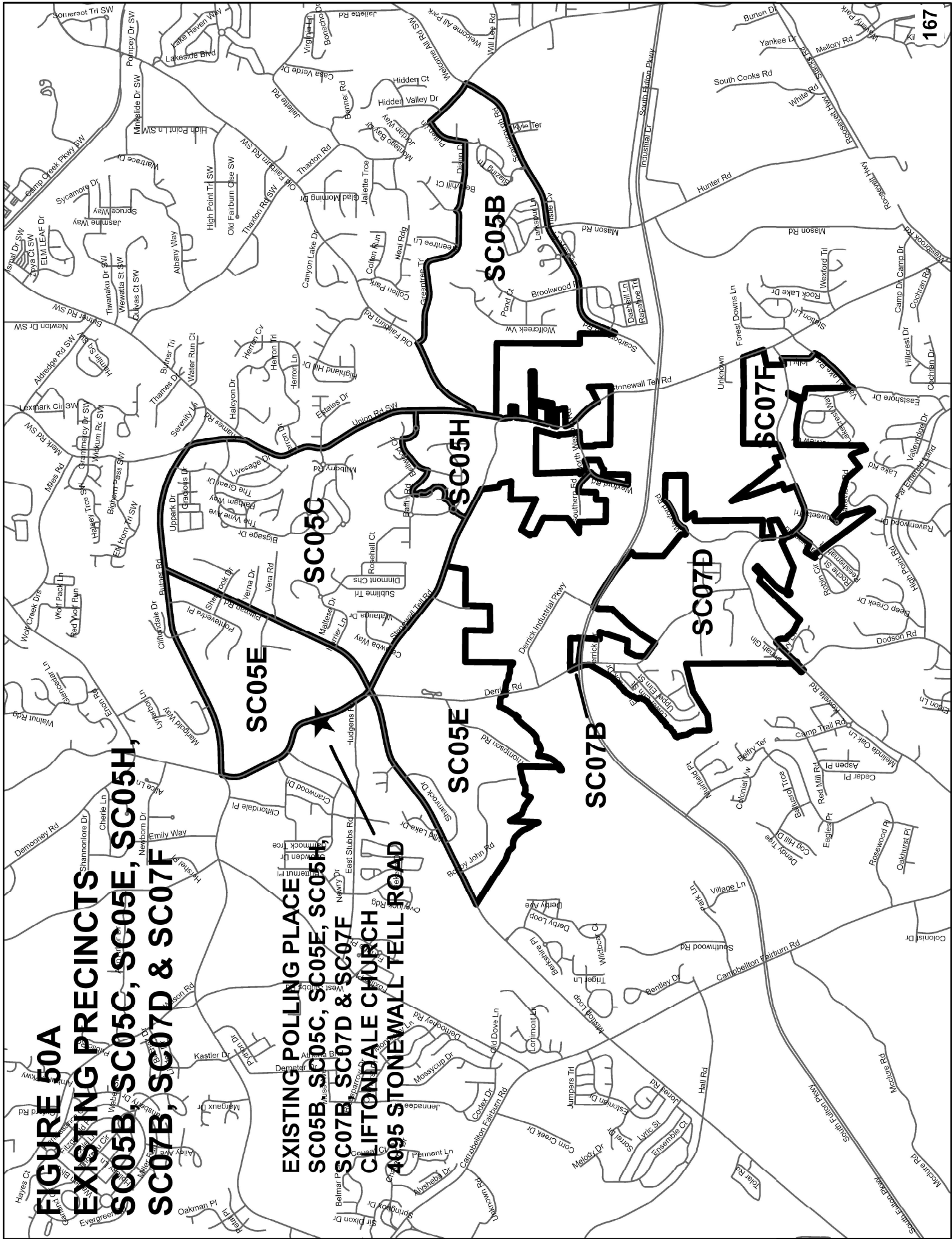
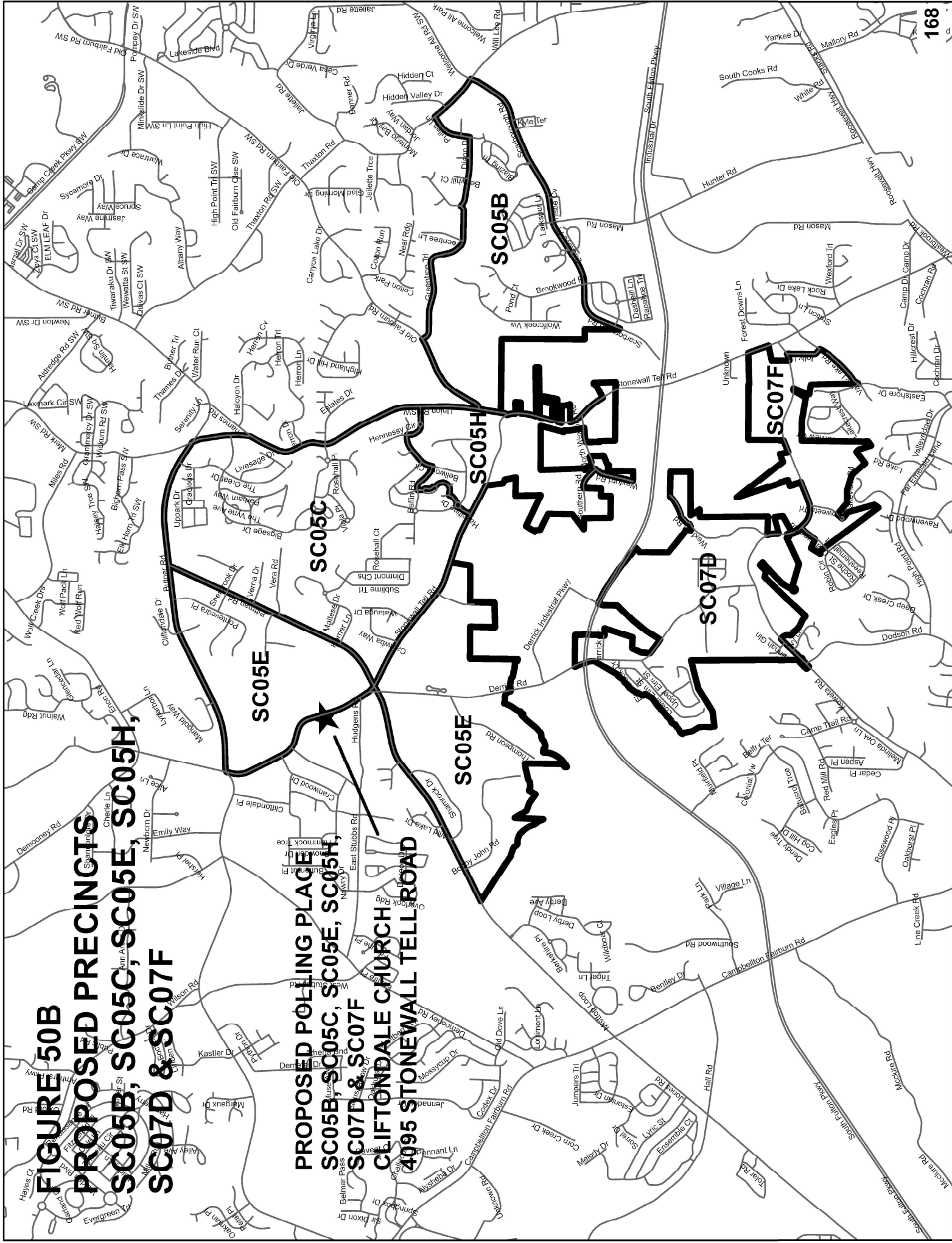
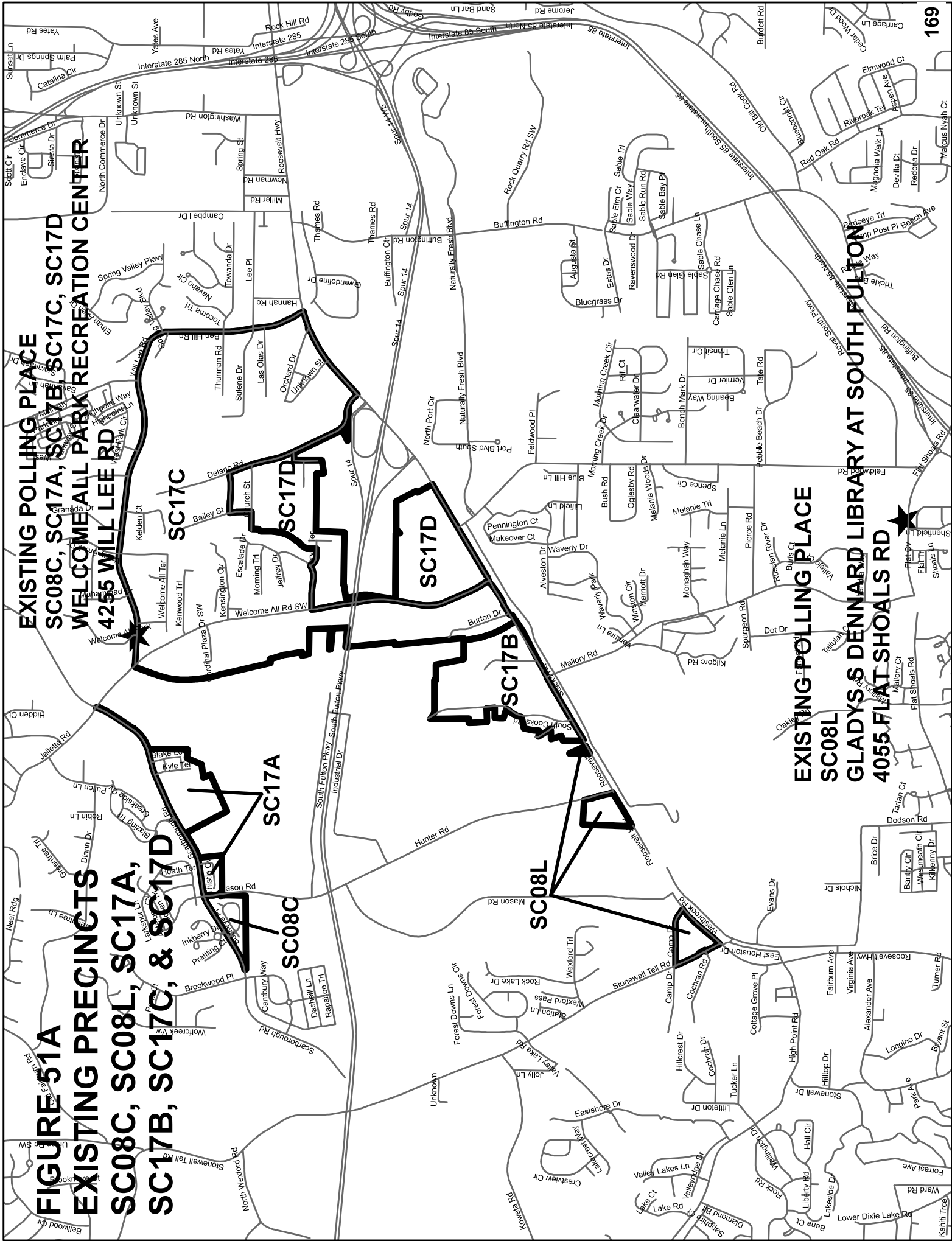


FIGURE 50B

PROPOSED PRECINCTS SC05B, SC05C, SC05E, SC05H, SC07D & SC07F

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





PROPOSED PRECINCTS
SC08C, SC17A, SC17B,
SC17C, & SC17D

The graph illustrates the projected increase in the percentage of the population aged 65 and over in several countries. Japan and Germany show the most dramatic increases, starting around 7% in 1950 and rising to over 20% by 2050. The United States and the United Kingdom also show significant growth, starting around 7% and reaching approximately 18% by 2050. France and Italy start higher, around 10% and 12% respectively, and reach about 16% and 15% by 2050. The Soviet Union and China start lower, around 5% and 4% respectively, and reach about 10% and 8% by 2050. The United Nations projection for the world average starts at 5% and reaches about 10% by 2050.

Country	1950 (%)	1960 (%)	1970 (%)	1980 (%)	1990 (%)	2000 (%)	2010 (%)	2020 (%)	2030 (%)	2040 (%)	2050 (%)
Japan	7.0	7.5	8.0	9.0	10.0	11.0	12.0	14.0	16.0	18.0	20.0
Germany	7.0	7.5	8.0	9.0	10.0	11.0	12.0	14.0	16.0	18.0	20.0
United States	7.0	7.5	8.0	8.5	9.0	9.5	10.0	11.0	12.0	14.0	16.0
United Kingdom	7.0	7.5	8.0	8.5	9.0	9.5	10.0	11.0	12.0	14.0	16.0
France	10.0	10.5	11.0	11.5	12.0	12.5	13.0	14.0	15.0	16.0	17.0
Italy	12.0	12.5	13.0	13.5	14.0	14.5	15.0	15.5	16.0	16.5	17.0
Soviet Union	5.0	5.5	6.0	6.5	7.0	7.5	8.0	9.0	10.0	11.0	12.0
China	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
United Nations	5.0	5.5	6.0	6.5	7.0	7.5	8.0	9.0	10.0	11.0	12.0



FIGURE 52A
EXISTING PRECINCTS
SC07A & SC13B

EXISTING POLLING PLACE
SC13B
★ **LANGSTON HUGHES HIGH SCHOOL**
7510 HALL RD

EXISTING POLLING PLACE
SC07A
CREEKSIDE HIGH SCHOOL
7405 HERNDON RD

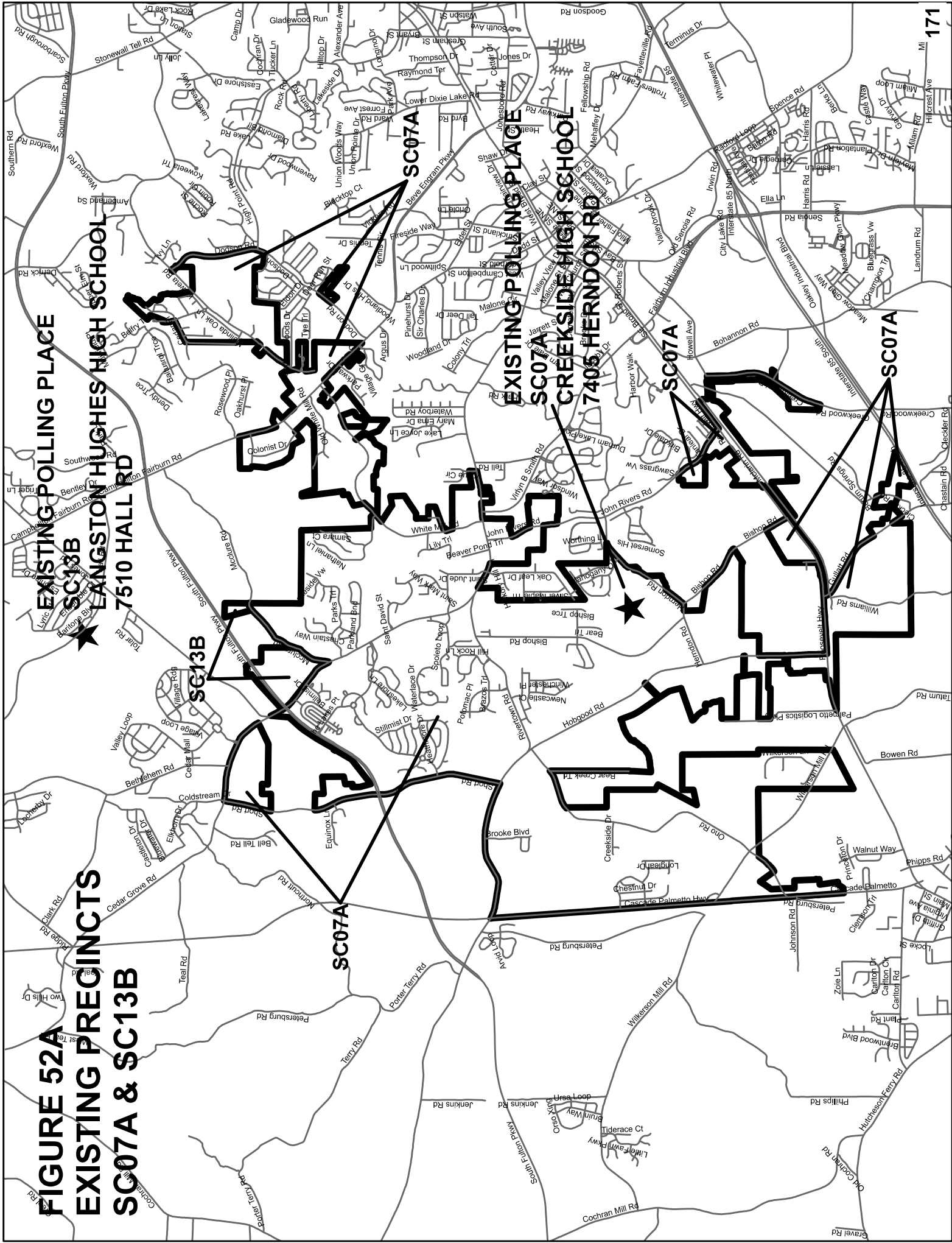


FIGURE 52B
PROPOSED PRECINCT
SC07A

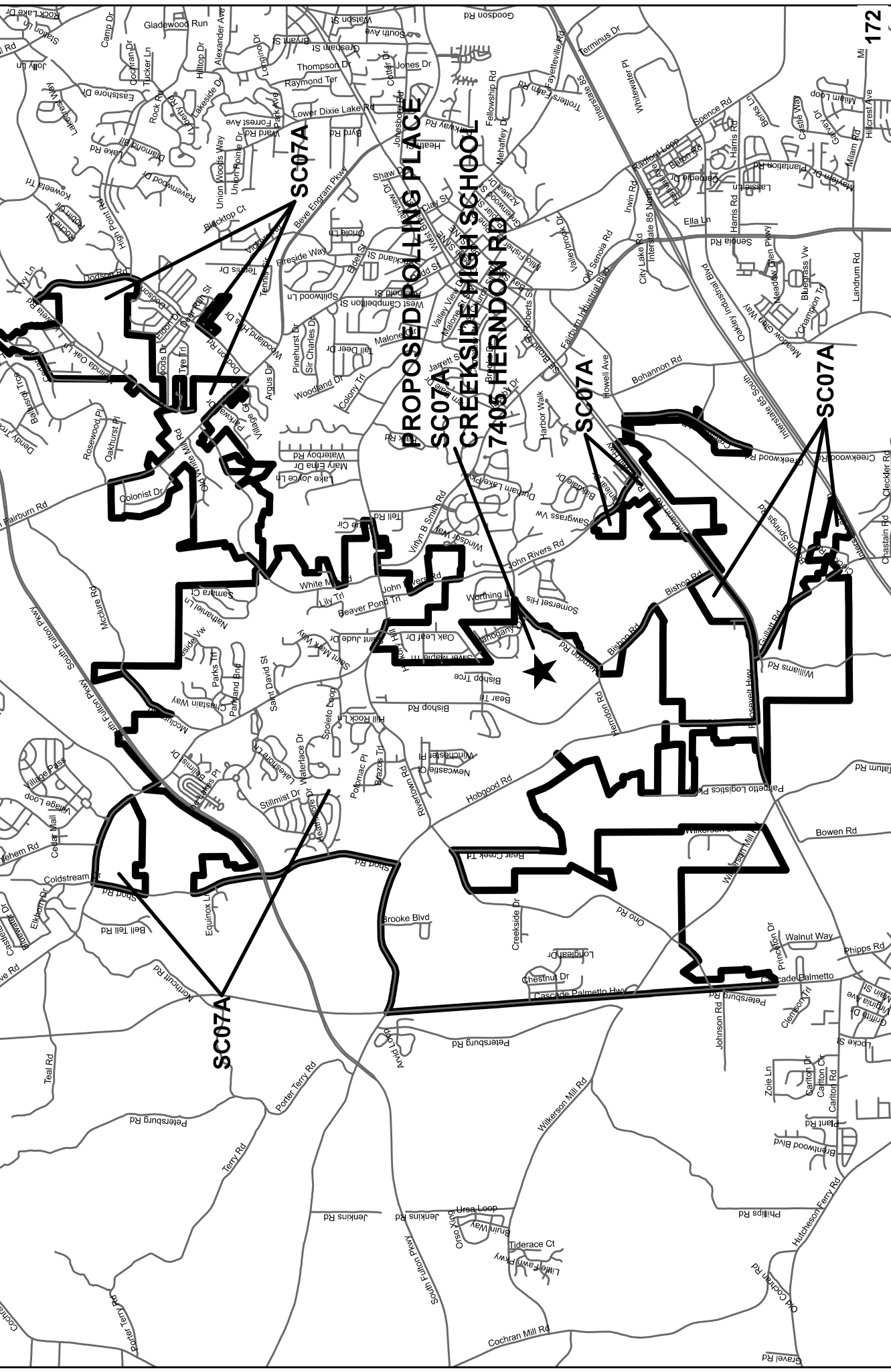


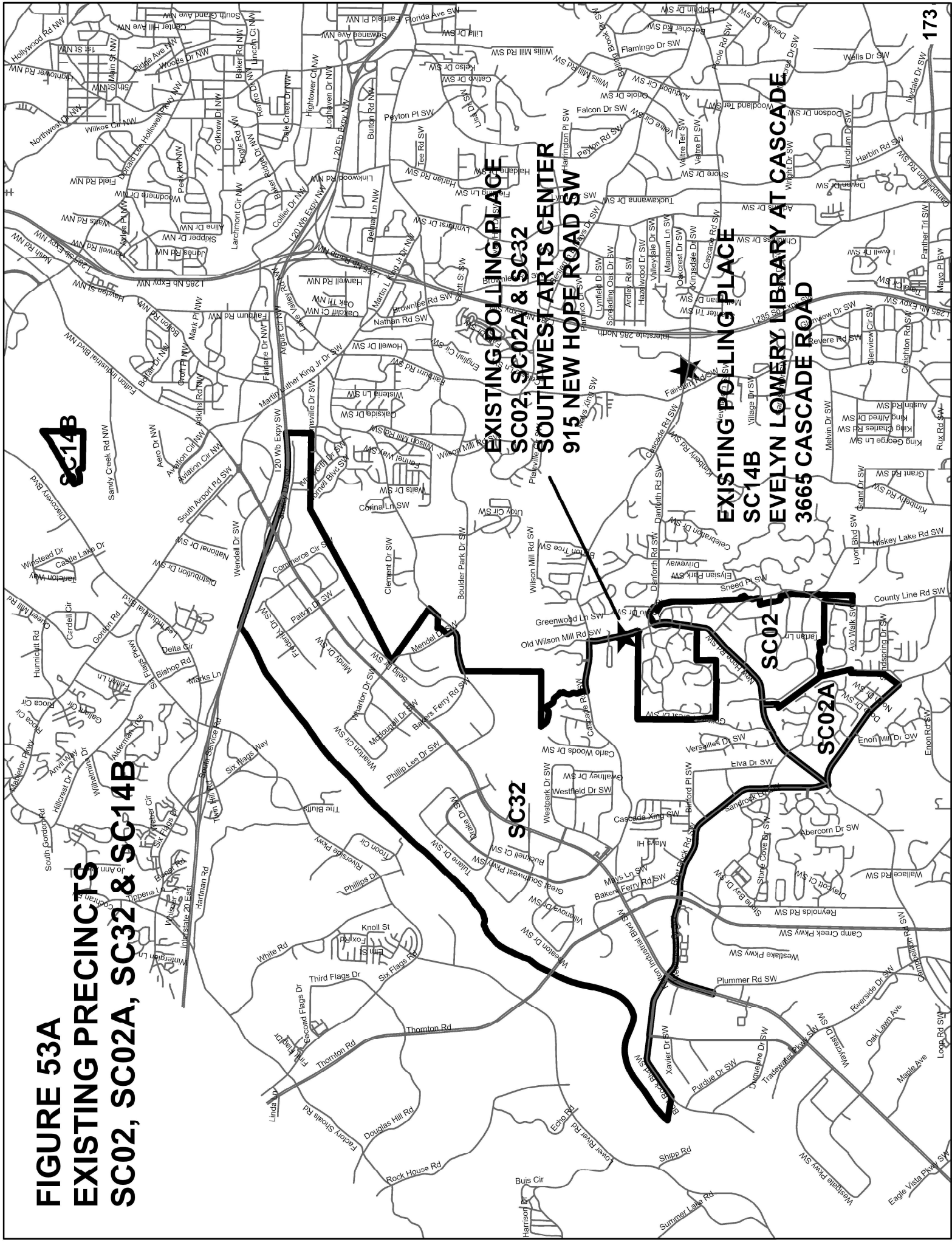
FIGURE 53A

EXISTING PRECINCTS

SC02, SC02A, SC32 & SC14B

**EXISTING POLLING PLACE
SC02, SC02A & SC32
SOUTHWEST ARTS CENTER
915 NEW HOPE ROAD SW**

**EXISTING POLLING PLACE
SC14B
EVELYN LOWERY LIBRARY AT CASCADE
3665 CASCADE ROAD**



SC32



PROPOSED POLLING PLACE
SC02: SC02A & SC32
SOUTHWEST ARTS CENTER
915 NEW HOPE ROAD SW

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**

**SC21A
SC07C**

SC211

SC211

SC212

SC07C

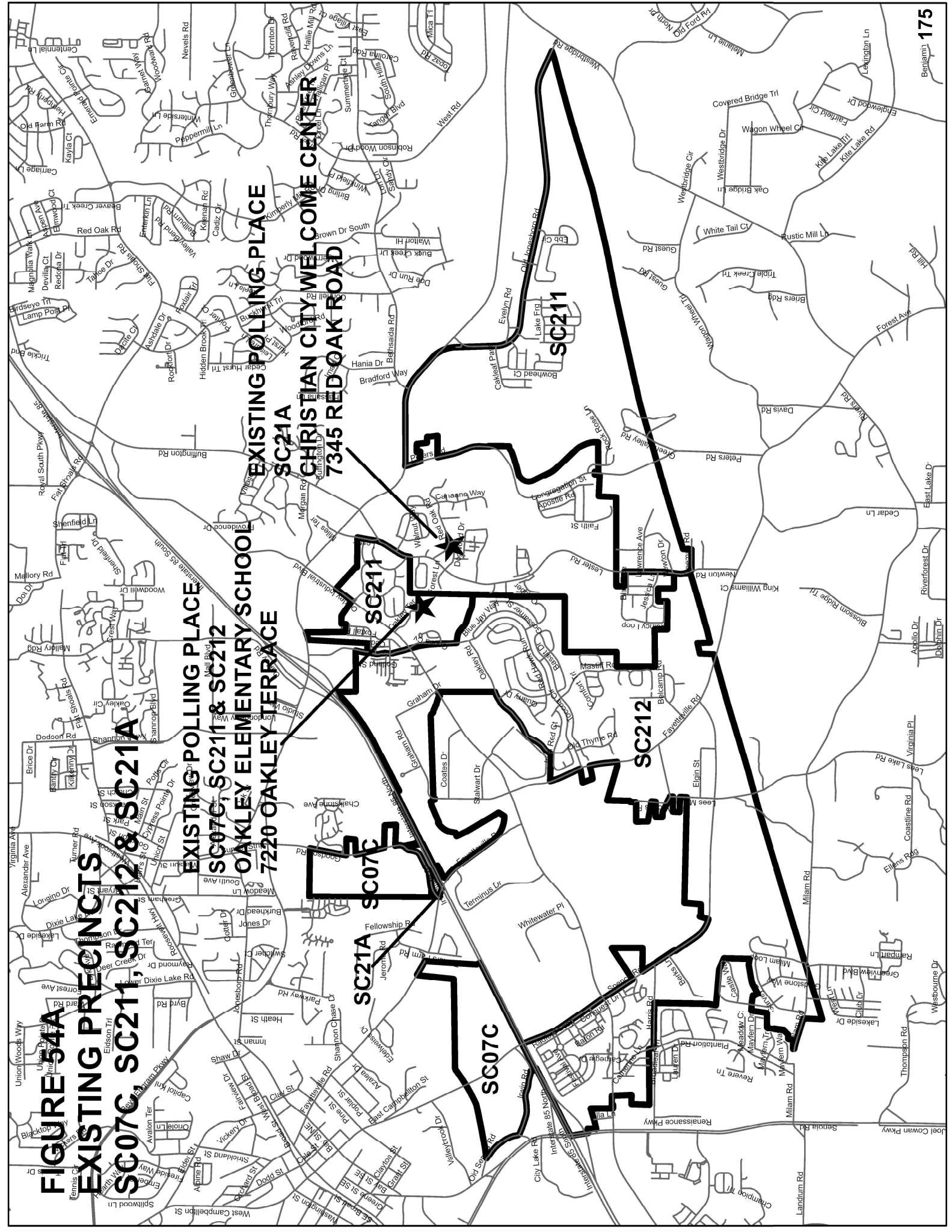


FIGURE 54B

PROPOSED PRECINCTS

SC07C, SC211 & SC212

PROPOSED POLLING PLACE

SC07C, SC211 & SC212

OAKLEY ELEMENTARY SCHOOL

7220 OAKLEY TERRACE

SC07C

SC07C

SC211

SC211

SC212



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0336

Meeting Date: 5/7/2025

Department

Human Resources Management

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

Request approval to modify the classification section of the Classification and Compensation Plan by adding the new title of Apprentice Assistant District Attorney (grade 21) and by changing the salary range of the existing title of Animal Services Coordinator from grade 18 to grade 19.

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

The Civil Service Act of 1982 and adopted HR Procedures

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The Department of Human Resources management (DHRM) has determined that the following action(s) are warranted to ensure the integrity of the County's Classification system and the changing needs within the respective department. DHRM is requesting approval to:

(X) create the following new classification:

Title Code	Title	Grade
------------	-------	-------

A.	480006	Apprentice Assistant District Attorney	21
----	--------	--	----

(**X**) change the pay range of an existing classification without changing the title:

	Title Code	Title	Old Grade	New Grade
A.	750098	Animal Services Coordinator	18	19

Scope of Work: Click or tap here to enter text.

Community Impact: There is no community impact.

Department Recommendation: HR recommends approval

Project Implications: There are no project implications.

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

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

Fiscal Impact / Funding Source

Funding Line 1:

N/A



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0337

Meeting Date: 5/7/2025

Department

Public Works

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

Request approval of a change order less than 10% - Public Works, 23RFP052223K-JA, Design-Build Services for Camp Creek Water Reclamation Facility in an amount not to exceed \$300,000.00 with Reeves Young, LLC (ATL, Ga.) to address concrete deficiencies that were discovered within the primary clarifiers once the tanks were emptied. These defects were significantly more deteriorated than initially anticipated. Effective upon BOC approval.

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

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

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

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 is an immediate needs project focusing on the primary and secondary clarifiers of the Camp Creek WRF North Plant and its associated jet blower system. The North Plant of Camp Creek has three (3) primary and three (3) secondary clarifiers that have reached the end of their useful design lives. This project will replace the mechanical components of those facilities and repair any concrete deficiencies that are noted in the drained tankage. Camp Creek is a biological plant that depends on the performance of microorganisms to properly treat wastewater.

The project's rehabilitation and replacement efforts will extend the useful life of the plant's treatment process.

During construction, it was observed that the concrete conditions in primary clarifiers #3120 and #3130 were significantly more deteriorated than initially anticipated. Additionally, it was identified that operations and maintenance personnel must climb a ladder over active basins to access and operate the UV influent sluice gates, posing a major safety concern. Furthermore, four (4) blower isolation valves along the main header pipe were found to be in severe disrepair, necessitating immediate replacement to ensure future operational reliability.

Scope of Work:

The proposed work under this change order will cover 5 items as listed below:

- (1) Replacement of the 4 blower isolation valves in the amount of \$8,921.70
- (2) installation of three (3) local controls for the UV influent sluice gates in the amount of \$14,511.85
- (3) repair of 7,088 sqft. of concrete within primary clarifier 3120 in the amount of \$127,582.88
- (4) repair of 7,088 sqft. of concrete within primary clarifier 3130 in the amount of \$127,582.88
- (5) replenish owners directed cost in the amount of \$21,400.69.

Community Impact: The proposed action will not directly affect the community that is served by this facility.

Department Recommendation: The Public Works Department recommends approval of this item.

Project Implications: Approval of this item will allow the immediate needs project to address some issues that were uncovered after the start of construction. It will also allow the final product to better align with the safety protocols as desired by the operations/maintenance staff.

Community Issues/Concerns: No community issues or concerns have been noted by the Public Works Department.

Department Issues/Concerns: The Public Works Department requires approval of this item to adequately address the deteriorating concrete in the two primary clarifiers and to enhance the plant's safety and operational efficiency. This includes installing local sluice gate controls for improved accessibility and replacing the failed blower isolation valves to ensure reliable system functionality.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0825	11/15/2023	\$9,725,000.00
Change Order No. 1			\$300,000.00
Total Revised Amount			\$10,025,000.00

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

Contract Value: \$300,000.00

Prime Vendor: Reeves Young
Primes Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$44,835.00 or 14.95%

Subcontractor: Airco, LLC
Subcontractor Status: Non-Minority
Location: Newnam, GA
County: Coweta County
Subcontractor Value: \$255,165.00 or 85.055%

Total Contract Value: \$300,000.00 or 100.00%
Total Certified Value: \$00.00 or 0.00%

Exhibits Attached

Exhibit 1: Change Order Agreement
Exhibit 2: Performance Evaluation

Contact Information

David E. Clark, Director, Public Works 404-612-2804

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$9,725,000.00
Previous Adjustments: \$0.00
This Request: \$300,000.00
TOTAL: \$10,025,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

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

203-540-5400-I052: Water & Sewer RE, Public Works, Camp Creek 35 MGD,

Key Contract Terms	
Start Date: 2/14/2024	End Date: 1/14/2026
Cost Adjustment: \$300,000.00	Renewal/Extension Terms:

Overall Contractor Performance Rating: 76

Would you select/recommend this vendor again?

Yes

Report Period Start:

10/1/2024

Report Period End:

12/31/2024

CHANGE ORDER NO. 1 TO FORM OF CONTRACT

Contractor: **Reeves Young, LLC**

Contract No.: **23RFP052223K, Design-Build Services for Camp Creek Water Reclamation Facility**

Address: **45 Peachtree Industrial Blvd. N.W., Suite 200**
City, State **Sugar Hill, GA 30518**

Telephone: **(404) 216-2164**

Email: **mmccormack@reevesyoung.com**

Contact: **Matthew McCormack**
Senior Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Reeves Young, LLC. to provide construction services associated with rehabilitation and upgrade of the Camp Creek primary and secondary clarifier systems, dated 01-24-2024, on behalf of the Public Works department; and

WHEREAS, this additional scope of work will help ensure the safe and reliable operation of the plant and will also address the deteriorated condition of existing clarifier basins thereby extending the design life and functionality of these critical facilities

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Change Order 1 was approved by the Fulton County Board of Commissioners on _____ Item Number #25-____ and

NOW, THEREFORE, the County and the Contractor agree as follows:

This Change Order No. 1 to Form of Contract is effective as of the May 7, 2025, between the County and Reeves Young, LLC., who agree that all Services specified will be performed by in accordance with this Change Order No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:**

The proposed work under this change order will cover 5 items as listed below:

- (1) Replacement of the 4 blower isolation valves in the amount of \$8,921.70
- (2) installation of three (3) local controls for the UV influent sluice gates in the amount of \$14,511.85
- (3) repair of 7,088 sqft. of concrete within primary clarifier 3120 in the amount of

\$127,582.88

(4) repair of 7,088 sqft. of concrete within primary clarifier 3130 in the amount of \$127,582.88

(5) replenish owners directed cost in the amount of \$21,400.69.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$300,000.00 (Three-Hundred Thousand Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Change Order No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF CHANGE ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

REEVES YOUNG, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Matt McCormack
Senior Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

David Clark, Director
Department of Public Works

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING
--

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

Performance Evaluation Details

Project Name	Camp Creek WRF 2023 Immediate Needs
Bid Number	540 23RFP052223K-JA
Vendor Name	Reeves Young, LLC
Performance Program	<u>Construction Services</u>
Evaluation Period	October 1, 2024 to December 31, 2024
Date	January 3, 2025

OVERALL RATING GUIDE

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

BUDGET MANAGEMENT

RATING __10__ /20

Comments: The delivery of the troughs and launders were late due to the delayed payment to Eco-Tech. This delayed the promised date of December 15, 2024 for 1 primary and 1 secondary clarifier to be completed to be extended to January 9, 2025.

SCHEDULE

RATING __13__ /20

Comments: RY continually has to be asked to update the schedule. Based upon the executed contract the schedule (not the 6-week look ahead schedule) is utilized for coordinating and scheduling Design-Build work , project payment requests, and evaluating time extension requests.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

RATING __16__ /20

Comments: The construction team for this project continues to collaborate on the installing the primary and secondary clarifier equipment. But, there needs to be better communication in regards to delay in delivery of equipment

COST CONTROL

RATING __20__ /20

Comments: All invoices were submitted based upon information in the executed contract.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS RATING __17__ /20

Comments: As of 1/3/2025, no certificate of completion for contract compliance training have been provided for Airco.

GENERAL COMMENTS :

Would you select/recommend this vendor again?

Yes

No

Overall Rating

__76__ /100

Evaluation completed by:



September 04, 2024

Monica Pineda
Reeves Young
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

Nicole Wright
141 Pryor St. SW
Atlanta, Ga 30303

Subject: Proposed Change Order 001 – Isolation Valves for Blowers
Contract: Camp Creek Immediate Needs

Total Cost Impact: \$ 8,921.70

Nicole,

Reeves Young hereby submits our proposed change order #001 or costs associated with the implementation of 4 isolation valves.

Contractual scope included replacing the four (4) positive displacement blowers to tie-into existing header pipe with existing isolation valves. Upon beginning work on header pipe, it was noted that the existing valves were in disrepair.

Please review and advise if you have any questions or comments.

Sincerely,

Monica Pineda
Assistant Project Manager

mpineda@reevesyoung.com | reevesyoung.com
T 770.271.1159 | M 803.480.3608
45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518





Camp Creek Immediate Needs PCO #001 Blower Isolation Valves

Date: 09/4/2024

[illegible]



February 06,2025

Monica Pineda
Reeves Young
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

Collin Cumberbatch
141 Pryor St. SW
Atlanta, Ga 30303

Subject: Proposed Change Order #001 – Slide Gates Local Control Switch
Contract: Camp Creek WRF Immediate Needs

Total Cost Impact: \$14,511.85

Collin,

Reeves Young hereby submits our proposed change order #001 with costs associated with the implementation of 3 local control switches at the UV slide gates as requested by Fulton County.

The local control stations would allow operators to open and close the gates at floor level instead of at the actuator itself which is suspended at the top of the gate.

Please review and advise if you have any questions or comments.

Sincerely,

Monica Pineda
Assistant Project Manager

mpineda@reevesyoung.com | reevesyoung.com

T 770.271.1159 | M 803.480.3608

45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518





Camp Creek Immediate Needs

PCO #3 Slide Gates - Local Control Switch

Date: 02/06/2025

[illegible]

CHANGE ORDER No. 1



370 South Athol Road

Athol, MA 01331

Phone : 978-249-7924

Fax : 978-249-3072

Quotation No. 33572, Change Order No.1

April 8, 2024

Please Reply To :

The TDH Company, LLC

3225 Shallowford Rd, Suite 410

Marietta, Georgia 30062

Clint Curl

Phone: 770-509-1808

Fax: 770-509-0620

Subject : Camp Creek WRF
College Park, Georgia

Ladies and Gentlemen:

We are pleased to offer the following **Quotation No. 33572, Change Order No.1:**

Item No 1	Tag No. N/A
Quantity :	Three (3)
Size - Model :	Limitorque Remote Push Button Station
Description :	Remote control station for Limitorque operator

Total Change Order Amount: \$3,700.00

Sincerely,

Dan Smith

Whipps, Inc.

370 South Athol Road

Athol, MA 01331

Phone: 978-249-7924

Fax: 978-249-3072

WATER CONTROL GATES

MECI

M. E. Contractors, Inc.
Electrical Power • Controls • Energy Management

2/5/2025

Reeves Young

Job reference: Camp Creek WRF Design Build

CO #5 – Slide Gate Local Control Switches

Attention: Monica Pineda

We are pleased to quote \$8,919.00 for the above referenced change order. Please see the attached breakdown.

If we can be of any further assistance please contact us.

Thank you,

Ronald Stroud

MECI

1263 Ellsworth Drive NW, Atlanta, GA 30318

Phone: (404) 351-2803

E-mail: rstroud@mecontractorsinc.com

MECI

M. E. Contractors, Inc.
Electrical Power • Controls • Energy Management

Items	Qty	Material			Labor		
		Unit Price	Per	Extension	Unit M.H.	Per	Extension
¾" PVC coated rigid conduit	60'	498.00	C	298.80	11.0	C	6.6
¾" PVC coated rigid 90	6	21.00	E	126.00	0.3	E	1.8
¾" PVC coated coupling	6	11.12	E	66.72	0.1	E	0.6
¾" liquidtight flex conduit	18'	2.75	E	49.50	12.0	C	2.16
¾" liquidtight flex straight connector	12	65.00	E	780.00	0.2	E	2.4
¾" liquidtight flex 90 connector	6	65.00	E	390.00	0.2	E	1.2
3/8" beam clamp	24	6.50	E	156.00	25.0	C	6.0
¾" stainless steel unistrut straps	12	30.00	E	360.00	25.0	C	3.0
1 5/8" stainless steel unistrut	30'	2618.17	C	785.45	16.0	C	4.8
#14 THHN stranded red	1000'	116.00	M	116.00	10.0	M	10.0
Mount and connect switches FBO	3	-		-	4.0	E	12.0
				\$3,128.47	50.6		
8.9% TAX				\$278.43			
MATERIAL SUBTOTAL				\$3,406.90			
LABOR 50.6 HOURS @ \$50.50/HR				\$2,555.30			
50% LABOR BURDEN				\$1,277.65			
LABOR SUBTOTAL				\$3,832.95			
12% OVERHEAD				\$868.78			
10% PROFIT				\$810.86			
TOTAL				\$8,919.49			



March 26, 2025

Monica Pineda
Reeves Young
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

Cherise Smith
141 Pryor St. SW
Atlanta, Ga 30303

Subject: Cost Proposal – PC 3130 Floor Repairs
Contract: Camp Creek Immediate Needs

Total Cost Impact: \$127,582.88

Cherise,

Reeves Young hereby submits our proposed change order #008 for costs associated with the floor concrete repair work at Primary Clarifier 3130. The concrete floor having deficiencies, such as exposed aggregate was an unforeseen condition. To remedy RY proposes using the contractual unit cost item; Clarifier Concrete Epoxy Coating, unit cost of \$18/sqft. The total area of the tank is 7,088 sqft.

Per manufacturers recommendation, subcontractor plans on abrasive blasting the floor, cleaning debris from the area then applying a Tnemec Mortarcrete (Series 217) at ¾" to 1. Note, this assessment is for floor only, not walls.

Please review and advise if you have any questions or comments.

Sincerely,

Monica Pineda
Assistant Project Manager

mpineda@reevesyoung.com | reevesyoung.com
T 770.271.1159 | M 803.480.3608
45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518



Camp Creek Immediate Needs

PCO#: Primary Clarifier 3130 Floor Coating

Date: 3/26/25

DESCRIPTION	QTY	UNIT	UNIT LABOR	TOTAL LABOR	UNIT EQUIPMENT	TOTAL EQUIPMENT	UNIT MATERIAL	TOTAL MATERIAL	UNIT SUB-CONTRACTOR	TOTAL SUB-CONTRACTOR	TOTAL
SUBCONTRACTORS											
Airco	1	LS							\$ 119,125.00	\$ 119,125.00	\$ 119,125.00
									\$ -	\$ -	\$ -
									\$ -	\$ -	\$ -
PCO Sub-Total:				\$ -		\$ -		\$ -	\$ 119,125.00	\$ 119,125.00	\$ 119,125.00
Tax						\$ -		\$ -		\$ -	\$ -
PCO Sub-Total w/ Tax				\$ -		\$ -		\$ -	\$ 119,125.00	\$ 119,125.00	\$ 119,125.00
Mark Up		5%		\$ -		\$ -		\$ -	\$ 5,986.25	\$ 5,986.25	\$ 5,986.25
Bond and Insurance	2%									\$ 2,501.63	\$ 2,501.63
Total Change:										\$ 127,582.88	\$ 127,582.88

March 26, 2025

Monica Pineda
Reeves Young
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

Cherise Smith
141 Pryor St. SW
Atlanta, Ga 30303

Subject: Cost Proposal – PC 3120 Floor Repairs
Contract: Camp Creek Immediate Needs

Total Cost Impact: \$127,582.88

Cherise,

Reeves Young hereby submits our proposed change order #008 for costs associated with the floor concrete repair work at Primary Clarifier 3120. The concrete floor having deficiencies, such as exposed aggregate was an unforeseen condition. To remedy RY proposes using the contractual unit cost item; Clarifier Concrete Epoxy Coating, unit cost of \$18/sqft. The total area of the tank is 7,088 sqft.

Per manufacturers recommendation, subcontractor plans on abrasive blasting the floor, cleaning debris from the area then applying a Tnemec Mortarcrete (Series 217) at ¾" to 1. Note, this assessment is for floor only, not walls.

Please review and advise if you have any questions or comments.

Sincerely,

Monica Pineda
Assistant Project Manager

mpineda@reevesyoung.com | reevesyoung.com
T 770.271.1159 | M 803.480.3608
45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518

Camp Creek Immediate Needs

PCO 9: Primary Clarifier 3120 Floor Repairs

Date: 3/26/25

DESCRIPTION	QTY	UNIT	UNIT LABOR	TOTAL LABOR	UNIT EQUIPMENT	TOTAL EQUIPMENT	UNIT MATERIAL	TOTAL MATERIAL	UNIT SUB-CONTRACTOR	TOTAL SUB-CONTRACTOR	TOTAL
SUBCONTRACTORS											
Airco	1	LS							\$ 119,125.00	\$ 119,125.00	\$ 119,125.00
									\$ -	\$ -	\$ -
									\$ -	\$ -	\$ -
PCO Sub-Total:				\$ -		\$ -		\$ -	\$ 119,125.00	\$ 119,125.00	\$ 119,125.00
Tax						\$ -		\$ -			\$ -
PCO Sub-Total w/ Tax				\$ -		\$ -		\$ -	\$ 119,125.00	\$ 119,125.00	\$ 119,125.00
Mark Up		5%		\$ -		\$ -		\$ -	\$ 5,986.25	\$ 5,986.25	\$ 5,986.25
Bond and Insurance	2%									\$ 2,501.63	\$ 2,501.63
Total Change:										\$ 127,582.88	\$ 127,582.88



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0338

Meeting Date: 5/7/2025

Department

Superior Court Administration

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County Sheriff's Office and Superior Court Accountability Courts to assign Crime Suppression Investigators to support the programmatic requirements of the drug treatment programs. The initial term of the agreement shall be from the date of BOC approval through June 30, 2030, with nine (5) five-year renewal options, contingent upon the approval by the Sheriff and the Board of Commissioners.

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

GA CONST Art. 9, § 3, ¶ I, provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A § 36-10-1. All official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

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

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.)*

Investigators play a vital role in Georgia's Accountability Courts drug treatment program, supporting the court's mission to reduce recidivism, enhance public safety, and promote participant rehabilitation. Accountability Courts offer an alternative to traditional sentencing by providing treatment and support services to individuals struggling with substance use disorders. By working closely with judges, probation officers, case managers, and clinical treatment coordinators, investigators help maintain the integrity of the program. Their investigative support enhances the court's ability to identify risks, address participant needs, and uphold the principles of justice and rehabilitation.

Scope of Work: The purpose of the IGA is to ensure a cooperative arrangement between the FCSO and the Superior Court to arrange for select deputy or deputies, specifically, crime suppression investigators, to be assigned to provide support services to the Superior Court. These services include committing to the Accountability Court program's mission and goals and working as a team member to ensure success including participation in required annual training and conferences. Providing to the team information pertaining to a participant's fitness to participate in Accountability Court based on their criminal history and collaborating in court planning, which are multi-stakeholder meetings designed to review the individual participant's progress and eligibility to participate in Accountability Court's program to recommend responses to the Court. Facilitating the execution of bench warrants and court orders for participants in a timely fashion not to exceed 3 days. Providing transportation for program participants when needed. Acting as a liaison between Accountability Court and other agencies to gather pertinent information regarding participants' activities in the community and to educate, inform, and provide training on the importance of the Accountability Court program. Monitoring participants in the community is inclusive but not limited to maintaining a participant caseload, conducting home visits, monitoring curfews, reporting on a participant's activities in the community, monitoring clients on ankle monitors and virtual surveillance devices/phone applications, and supervising participation in community service/work detail. Providing assistance, information, and support to participants in the community to encourage their success.

Community Impact: This agreement will allow Accountability Court-assigned investigators to monitor participants in the community and respond with the full support of the FCSO; furthering the Accountability Court goal of reducing recidivism.

Department Recommendation: Superior Court Administration and the Fulton County Sheriff's Office recommend approval of this agreement.

Project Implications: This agreement will allow the assigned Accountability Court investigators to fulfill their duties with the full support of the FCSO as the assigned Law Enforcement Agency.

Community Issues/Concerns: Superior Court is not aware of any community concerns.

Department Issues/Concerns: Superior Court does not have any concerns with this request.

Fiscal Impact / Funding Source

Funding Line 1:

100-450-4507-1000

Funding Line 2:

100-460-AC25-1000/Drug Treatment Grant

Funding Line 3:

100-460-MC25-1000/Mental Health Treatment Grant

Funding Line 4:

100-460-VT25-1000/Veterans Treatment Grant



**INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY SHERIFF PATRICK LABAT
AND FULTON COUNTY, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) is entered into this _____ day of _____, _____, by and between the Fulton County Sheriff Patrick Labat (hereinafter, referred to as the “Sheriff”) on behalf of the Fulton County Sheriff’s Office (hereinafter referred to as the “FCSO”) and Fulton County, Georgia (“Fulton County” or the “County”), on behalf of Fulton County Superior Court (“Superior Court”) (hereinafter, collectively referred to as the “Parties”).

WHEREAS, the County and the FCSO desire to enter into a formal IGA because the Parties have identified a need for FCSO deputized investigators to provide support services to Fulton County, in order to execute required law enforcement and community supervision tasks with regards to participants of the Superior Court’s Accountability Court; and

WHEREAS, the FCSO has agreed to assign at least three (3) full-time and two (2) part-time Crime Suppression Investigators (“CSIs”) to Superior Court, as needed, in furtherance of these efforts; and

WHEREAS, the Parties intend and agree that all FCSO CSIs assigned to Superior Court shall be employees of the Fulton County Sheriff and shall not be employees of the County; and

WHEREAS, it is the intent of the Parties for the foregoing recitals to be incorporated into the body of this IGA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the purpose and the Parties’ responsibilities under this IGA are as follows:

ARTICLE 1

PURPOSE STATEMENT

- 1.1 The purpose of this IGA is to ensure a cooperative arrangement between the FCSO and the Superior Court to arrange for select deputies, specifically, CSIs, to be assigned to provide support services to the Superior Court’s Accountability Court (“Accountability Court”). These services include:
- Committing to the Accountability Court program’s mission and goals and working as a team member to ensure success including participation in required annual training and conferences.
 - Providing to the team information pertaining to a participant’s fitness to participate in Accountability Court based on their criminal history and collaborating in court planning, which are multi-stakeholder meetings designed to review the individual participant’s progress and eligibility to participate in Accountability Court’s program

- to recommend responses to the Court.
- Upon receipt from the Court, executing bench warrants and serving court orders upon participants in a timely fashion not to exceed 5 days.
 - Providing transportation for program participants to and from Fulton County Jail and Accountability Court, from Accountability Court or Fulton County Jail to housing/inpatient placements, and, in the sole discretion of the Accountability Court Director or Court Program Administrator, to Accountability Court from a participant's home.
 - Acting as a liaison between Accountability Court and other agencies to gather pertinent information regarding participants' activities in the community and to educate, inform, and provide training on the importance of the Accountability Court program.
 - Conducting field breathalyzer and instant drug testing, and collecting specimens for laboratory drug and alcohol testing in the field, FCAC offices, and courthouse as required.
 - Monitoring participants in the community inclusive of, but not limited to, maintaining a participant caseload, conducting home visits, monitoring curfews, reporting on a participant's activities in the community, monitoring clients on ankle monitors and virtual surveillance devices/phone applications, and supervising participation in community service/work detail.
 - Providing assistance, information, and support to participants in the community to encourage their success.
- 1.2 The County and FCSO shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement and shall make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement.

ARTICLE 2

TERMS OF THE AGREEMENT

- 2.1 **TERM.** This IGA will become effective upon approval of the Fulton County Board of Commissioners. The initial term of the Agreement ("Term") shall be for five (5) consecutive years through June 30, 2030. This IGA may be renewed for up to nine (9) five-year renewal terms ("Renewal Terms"). The Renewal Terms are contingent upon the Sheriff's and Fulton County Board of Commissioners' approval and shall begin on July 1st and end on June 30th.
- 2.2 **FCSO EMPLOYEES.** The five Fulton County Accountability Court employees currently serving as "Investigator, Superior Court," Grade 18, will be transferred into FCSO "Crime Suppression Investigator," Grade 17 positions. Upon their transfer they shall be employees of the FCSO and shall not be County or Superior Court employees. This provision, however, does not vest a right of continued employment or prevent the FCSO from exercising any decisions related to the discontinuation of employment. The five FCSO CSI employees will be assigned to work at the Accountability Court, located at 1135A Jefferson Street NW, Atlanta, Georgia 30318, or any other location that Superior Court Administration determines is appropriate for the operations of the Accountability Court. At all times, the five FCSO CSIs shall remain under the direction, authority, and control of the Fulton County Sheriff's Office. The FCSO, at its own expense, shall maintain statutory

and employee liability coverage for FCSO employees. Nothing in this Agreement shall be construed to prevent the County from hiring a current FCSO employee to immediately become a County Employee.

2.3 DEPUTIES ASSIGNED TO SUPERIOR COURT.

2.3.1 The FCSO agrees to provide the services of the transferred CSIs (hereinafter "Assigned CSIs") to the Accountability Court, to enable the Accountability Court to carry out its day-to-day functions, and the County agrees to accept and utilize the services of the Assigned CSIs to work at Accountability Court.

2.3.2 Where practicable, the Sheriff will consult with Superior Court Administration regarding staffing, recruitment, and preferred qualifications for FCSO employees serving as Assigned CSIs, but will ultimately make all final decisions concerning all Assigned CSIs. Accordingly, when assigned to perform tasks at Accountability Court, Assigned CSIs shall be supervised by the FCSO, but will perform tasks requested by the Superior Court Administrator, and/or the Superior Court's management and supervisory employees. Assigned CSIs shall report any concerns that arise from the assignment at the Accountability Court to their supervisors at the FCSO.

2.3.3 All Superior Court Administration documents and/or materials provided shall be property of the County and are subject to its document retention, management, and other applicable policies and regulations.

2.3.4 Each Assigned CSI will remain a full-time or part-time regular employee of the FCSO, will remain on the FCSO's payroll, will remain subject to the FCSO's general personnel administration, and will continue to receive compensation and benefits solely from the FCSO, unless discharged from such service or from employment by the FCSO.

2.3.5 Assigned CSIs shall remain subject to the FCSO's personnel policies, standard operating procedures, rules, and regulations. They shall use the Kronos time system, or any other time-keeping system used by the FCSO. FCSO agrees to provide Superior Court Administration access to view at any time or upon request the Assigned CSIs time and hours captured in the Kronos or any other time-keeping system used by FCSO for the purpose of confirming the accuracy of timecards and determining the number of hours, if any, that such employees performed work for the FCSO outside of their work for the Accountability Court. Where necessary, Superior Court Administration may keep daily time reports of the Assigned CSIs showing the hours worked by the Assigned CSIs pursuant to this Agreement.

2.3.6 Should an Assigned CSI resign or otherwise be unable to continue their assigned duties in Accountability Court, the FCSO shall notify Superior Court Administration of the resignation and/or inability to serve and the FCSO, in cooperation with Superior Court Administration, will identify replacement(s) for any such Assigned CSIs.

2.3.7 The FCSO will oversee and monitor all timekeeping records related to the Assigned CSIs.

2.3.8 FCSO and Superior Court Administration will coordinate to address and communicate all leave requests for the Assigned CSIs, with ultimate approval, denial, and modification authority remaining with the FCSO.

2.4 EQUIPMENT PROVIDED.

2.4.1 The FCSO shall provide equipment to be used by Assigned CSIs in performance of their duties pursuant to this Agreement. The equipment to be provided by FCSO shall include, but is not limited to, the following: vest and body armor, firearms (including magazines and ammunition), handcuffs, radios, tasers, pepper spray, body cameras, duty belts, uniforms (which includes boots, campaign hats, coats, jackets, rain gear), asp batons, and Toughbook laptops with a hotspot.

2.4.2 The County shall transfer the vehicles listed in the attached appendix to be used by Assigned CSIs. The FCSO will be responsible for all routine vehicle maintenance and repairs for the vehicles transferred by the County, and Superior Court Administration will accept responsibility for vehicle replacement costs should a vehicle no longer meet the safety standards of the FCSO due to regular wear and tear.

2.5 BUDGET AND FUNDING.

2.5.1 The costs of compensation and benefits for the Assigned CSIs for the performance of work pursuant to this Agreement will be charged through the County's Finance Department's operations to the Superior Court Administration, Accountability Court Budget. Except as described in 2.5.2 herein, the cost of compensation and benefits for all other hours (regular or overtime) worked by the Assigned CSIs on behalf of the FCSO shall be the responsibility of the FCSO. Superior Court Administration may request an accounting from the FCSO and said accounting shall be provided within ten (10) business days. If Superior Court Administration is charged for the costs of compensation and benefits for the Assigned CSIs for the performance of work not pursuant to this Agreement, then the Sheriff hereby authorizes the County's Finance Department to immediately reimburse said charges to Superior Court Administration's budget from the FCSO's budget by journal voucher.

2.5.2 Nothing herein shall prevent the FCSO from deploying Assigned CSIs to serve in limited or temporary details or on tasks for the FCSO outside the Accountability Court assignment at the discretion of the FCSO; provided, however, that the Sheriff shall reimburse Superior Court Administration for all the costs of compensation and benefits for such hours that are charged through the payroll process to the Superior Court Administration's budget. Notwithstanding the foregoing, reimbursement is not required for intermittent assignments of the Assigned CSIs during "all-hands emergencies" declared by the Sheriff and lasting less than eight hours.

2.6 MODIFICATION. This IGA may be changed at any time during its term of operation. Changes, modifications and deletions shall only be effective if made in writing, approved and signed by the appropriate authorities for each party. The date of changes, modifications and deletion shall be determined by agreement between the Parties.

- 2.7 WAIVER. A waiver by either Party of a breach of any provision of this IGA shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this IGA.
- 2.8 SEVERABILITY. It is the intention of the Parties that this IGA's sections, paragraphs, sentences, clauses, and phrases are severable, and should any portion of this IGA be declared invalid, unlawful or unconstitutional; the remainder of this IGA shall remain in full force and effect.
- 2.9 REMEDIES. The Parties agree that with respect to any claim or action arising out of the activities described in 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 negligence, actions, or omissions of its own agents, officers, and employees.
- 2.10 TERMINATION. This IGA may be terminated by either Party for any reason upon thirty (30) days written notice to the other party of the intended date of termination. No cause is necessary for termination. Upon termination by either Party or expiration of the IGA, Superior Court Administration may exercise an option to have the individuals serving as Assigned CSIs transferred back to Superior Court.
- 2.11 NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY.
- 2.11.1 During the performance of this Agreement, the FCSO agrees that it shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, or disability. As used herein, the words "shall not discriminate" should mean and include, without limitation, the following:
- Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.
- 2.11.2 The FCSO agrees to and shall post in conspicuous places, available to employees and applicants for employment, non-discrimination notices to be provided by the County.
- 2.12 PRIOR AGREEMENT. Any prior agreements or memorandum of understanding between the Parties regarding or related to Superior Court Investigators and their FCSO oversight, training, or Post Defacto Deputy Designation are hereby expressly revoked and shall have no force or effect after the effective date of this IGA.
- 2.13 LAW. This IGA shall be construed under the laws of the state of Georgia, in Fulton County Superior Court.

The Parties set their signatures below in agreement to the above terms.

FOR FULTON COUNTY SHERIFF'S OFFICE

Patrick Labat
Fulton County Sheriff

Date: _____

FOR FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Date: _____

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

David Summerlin, Superior Court Administrator



**INTERGOVERNMENTAL AGREEMENT BETWEEN
FULTON COUNTY SHERIFF PATRICK LABAT
AND FULTON COUNTY, GEORGIA**
on Behalf of Fulton County Superior Court – Accountability Courts



A P P E N D I X

Make	Model	Year	Tag Number	Unit	VIN
Ford	Crown Victoria	2009	GV2361C	420144	VIN 2FAHP71V59X140552
Dodge	Charger	2019	GV7655M	450011	VIN 2C3CDXAT2KH568028
Dodge	Charger	2019	GV7654M	450013	VIN 2C3CDXAT0KH568030
Dodge	Charger	2019	GV9689L	450010	VIN 2C3CDXAG6KH547007
Dodge	Charger	2019	GV9691L	450009	VIN 2C3CDXAG4KH547006



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0339

Meeting Date: 5/7/2025

Department

Emergency Services

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the Fulton County Schools Police for the provision of the Digital 800 MHz Radio System Access. Effective upon the Board of Commissioners approval through December 31, 2025, with renewal options ending December 31, 2026.

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

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

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.)*

Request approval to enter into an Intergovernmental Agreement (IGA) with Fulton County Schools Police, which is a municipality of the State of Georgia. It is desirable to have a unified system to include entities on the County System that affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare, and provides public safety services to the citizens of Fulton County Schools Police in Fulton County.

The Fulton County Schools Police will pay the pro rata share for fiscal years 2025 and 2026 **\$442.00** multiplied by the number of radio units of **140**, which equals an annual cost of **\$61,880.00**.

The Board of Commissioners, at their meeting on June 7, 2023, (Item #23-0366), approved the provision of the Digital 800 MHz Radio System Access with Fulton County Schools Police.

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
800 MHz RADIO SYSTEM ACCESS
BETWEEN
FULTON COUNTY, GEORGIA and
FULTON COUNTY SCHOOLS POLICE, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), by and between Fulton County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the Fulton County Schools Police, Georgia (hereinafter “School Board” or “User”), a political subdivision of the State of Georgia, entered into this _____ day of _____, 2025

RECITALS

WHEREAS the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “the County System”); and

WHEREAS numerous County departments, including the Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, School Board, and National Park Services, are presently users on the System; and

WHEREAS it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County’s health, safety, and welfare; and

WHEREAS User is a governmental authority located within Fulton County and provides public safety services to the citizens and visitors of Fulton County Schools in Fulton County; and

WHEREAS User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use **140** radio units on the County’s System for the period from January 1, 2025, and ending December 31, 2025, with one (1) consecutive one (1) year automatic renewal options ending on December 31, 2026. Notwithstanding the foregoing, in accordance with the requirement of O.C.G.A. § 20-2-506(b), this agreement shall terminate at 2400 hours on December 31, 2026, unless User terminates the Agreement by providing County with sixty (60) days advance notice of termination prior to the end of the calendar year. No automatic renewal shall occur after December 31, 2026. User’s license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost

to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and School Board.

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to **140**. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, airtime usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning, or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of the Department of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units, with such training requiring persons to attend an in-house training program for ten (10) to twelve (12) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a communications officer: (a) the State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification; (b) the International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; (c) the American Heart Association's Healthcare Provider Cardio Pulmonary Resuscitation certification; (d) the Georgia Crime Information Center's ("GCIC")

Criminal Justice Information Services certification; and (e) the GCIC's Security Awareness certification.

(6) Guarantee that its employees who are trained and authorized to use the County System do so in compliance with federal, state, and county laws, codes, regulations, and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director, or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible, or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1st of each year; and the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement, and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2023 and 2024 was \$417.00 times the number of radio units, 140, equals annual cost of \$58,380.00. The pro rata share for years 2025 and 2026 increased by approximately 6% to \$442.00 times the number of radio units, 140, equals annual cost of \$61,880.00.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

- (1) Maintain and support the core of the County System.
- (2) Use best efforts to answer questions and facilitate use of the County System by User.
- (3) Comply with federal, state, and county rules.
- (4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System; and
- (5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the School Board shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Y. Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

If to the City:

Dr. Mike Looney, Superintendent
Fulton County School Board
6021 Powers Ferry Rd NW
Atlanta, Georgia 30339
470-254-3600

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

SEVERABILITY:

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the School Board and County or effective upon the Board of Commissioners approval through December 31, 2025, with renewal options ending December 31, 2026.

WHEREFORE, the parties having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures on the next page.

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

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE

Y. Soo Jo
County Attorney

Chris Sweigart, Director
Department of Emergency Services 911

FULTON COUNTY SCHOOLS, GEORGIA

Dr. Mike Looney, Superintendent
Fulton County Schools

Mark Sulborski, Police Chief
Fulton County Schools



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0340

Meeting Date: 5/7/2025

Department

Emergency Services

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of College Park for the provision of the Digital 800 MHz Radio System Access. Effective upon the Board of Commissioners approval through December 31, 2025, with renewal options ending December 31, 2026.

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

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

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.)*

Request approval to enter into an Intergovernmental Agreement (IGA) with the City of College Park, which is a municipality of the State of Georgia. It is desirable to have a unified system to include entities on the County System that affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare, and provides public safety services to the citizens of the City of College Park in Fulton County.

The City of College Park will pay the pro rata share for fiscal years 2025 and 2026 \$442.00 multiplied by the number of radio units of 274, plus \$1,830.00 times the number of console units 4, which equals an annual cost of \$128,428.00.

The Board of Commissioners, at their meeting on November 16, 2022, (Item #22-0917), approved the provision of the Digital 800 MHz Radio System Access with the City of College Park.

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
800 MHz RADIO SYSTEM ACCESS
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY of COLLEGE PARK, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”), by and between Fulton County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of College Park, Georgia (hereinafter “User”), a municipality authorized to do business in the State of Georgia, entered into this _____ day of _____, 2025.

WITNESSETH:

WHEREAS, the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “the County System”); and

WHEREAS, numerous County departments, including the Police, Sheriff, Marshal, Public Works, General Services Administration, School Police, and National Park Services, are presently users on the System; and

WHEREAS, the County desires to have a unified system to include entities on the County System who affect and further the goal of protecting the citizens health, safety, and welfare; and

WHEREAS, User is a municipality duly incorporated under the laws of Georgia; and

WHEREAS, User is located within Fulton County and provides public safety services to the citizens of the City of College Park in Fulton County; and

WHEREAS, User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants as follows:

(1) **TERM.** The County grants User a revocable license to use two hundred and seventy-four (**274**) radio units and four (**4**) console units on the County’s System for the period from January 1, 2025, and ending December 31, 2025, with one (1) consecutive one (1) year automatic renewal options ending on December 31, 2026. This agreement may be renewed by mutual agreement approved by both governing bodies.

(2) **EFFECTIVE DATE.** This Agreement shall become effective upon its adoption by

both governing authorities of the City and County or effective upon the Board of Commissioners approval through December 31, 2025, with renewal options ending December 31, 2026.

- (3) **LICENSE REVOCATION.** User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six. Such license is not intended to and does not grant to User any property interest in the County System.
- (4) **NOTICE OF WITHDRAWAL.** Either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party.
- (5) **MEETINGS.** The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and College Park Council.
- (6) **RESPONSIBILITIES OF THE COUNTY.** In exchange for the Users participation, the County agrees to:
 - a. Maintain and support the core of the County System.
 - b. Use best efforts to answer questions and facilitate use of the County System by User.
 - c. Comply with federal, state, and county rules.
 - d. Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System; and
 - e. Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.
- (7) **RESPONSIBILITIES OF THE USER.** In exchange for the County System, the User agrees to:
 - a. **UNIT APPLICATIONS.** User agrees to limit the number of all subscriber units, including but not limited to mobile, portable, and console, to two hundred and seventy-four (274) radios and four (4) console units. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, airtime usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units

shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning, or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

- b. UNIT MAINTENANCE.** For purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of the Department of Emergency Services 911.
- c. UNIT COMPLIANCE VIOLATIONS.** Comply with Motorola Software security constraints. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation which will not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director, or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.
- d. UNIT REPAIRS AND COSTS.** Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.
- e. UNITS TRAINING.** Guarantee that all persons who will be operating

subscriber units are adequately trained in the use of such units, with such training requiring persons to:

- i. Attend an in-house training program for ten (10) to twelve (12) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a communications officer:
 1. The State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification;
 2. The International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; and
 3. The American Heart Association's Healthcare Provider Cardio Pulmonary Resuscitation certification; and
 4. The Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services certification; and the GCIC's Security Awareness certification.

(8) **RESTRICTED USE.** Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(9) **REGULATORY COMPLIANCE.** Guarantee that its employees who are trained and authorized to use the County System in compliance with federal, state, and county laws, codes, regulations, and ordinances, as well as this Agreement. All parties must abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

(10) **MANDATES.** The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible, or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, upon receipt of a two (2) years prior notice, User agrees to comply with the County mandate(s) in a time period that is shorter than required by the regulatory agency. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(11) **UPGRADES.** Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(12) **FEES AND PAYMENT.** Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution.

(13) **INVOICES.** The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1st of each year; and the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year.

(14) **LATE PENALTY.** A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System.

(15) **EXPENDITURES.** The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement, and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed.

(16) **REIMBURSEMENTS.** If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment.

(17) **PRO RATA SHARE.** The pro rata share for years 2023 and 2024 was \$417.00 times the number of radio units, 274, plus \$1,830.00 times the number of console units 4, which equals annual cost of \$121,578.00. The pro rata share for years 2025 and 2026 increased by approximately 6% to \$442.00 times the number of radio units, 274, plus \$1,830.00 times the number of console units 4, which equals annual cost of \$128,428.00.

(18) **DEFAULT REMEDIES:** In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) days. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

(19) **TERMINATION.** Either party may terminate this Agreement for its convenience at

any time upon sixty (60) days written notice to the other party. If the County terminates, the City of College Park shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

(20) **NOTICES.** All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Y. Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

If to the City:

Bianca Motley Broom, Mayor
City of College Park
3667 Main Street
College Park, Georgia 30337
404-767-1537

Stanley Hawthorne, City Manager
City of College Park
3667 Main Street
College Park, Georgia 30337
404-767-1537

Connie Rogers, Chief of Police
3717 College Street
College Park, Georgia 30337
404-761-3131

Sterling Jones, Fire Chief
3737 College Streete
College Park, Georgia 30337
404-766-8248

(21) **ENTIRE AGREEMENT.** This Agreement constitute the entire agreement between the Parties with respect to the subject matter contained herein. All prior agreements, representations, statements, negotiations and undertakings between the Parties regarding the subject matter of the Agreement shall not be of any force or effect. Neither Party has relied upon any representation, promise, or inducement not contained herein.

(22) **LIMITATION OF LIABILITIES.** THE USER SHALL HAVE NO LIABILITY FOR ANY CLAIM RELATING TO THIS AGREEMENT. IN NO EVENT SHALL THE CITY OF COLLEGE PARK BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

(23) **GENERAL PROVISIONS.**

- a. *Section and Paragraph Headings.* Section and paragraph headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.
- b. *Waiver.* Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of this Agreement, or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power, or obligation under this Agreement, will not affect any subsequent breach, and will not prejudice either party in regard to any subsequent action.
- c. *Severability.* If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.
- d. *Assignment.* Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.
- e. *Modification.* This Agreement may be modified at any time during the term by mutual written consent of the parties. No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the parties hereto or their legal representatives and specifically reference this Agreement.
- f. *Governing Law.* This Agreement shall be governed by and construed and enforced as if the Agreement were made for performance entirely within the State of Georgia and the County of Fulton. Both Parties consent to jurisdiction and venue in the state and federal courts in Fulton County, Georgia.
- g. *Interpretation.* The Parties stipulate that for good business reasons, each Party has determined to negotiate, and each party has had significant voice in the preparation

of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing it shall not construe the Agreement more strictly against either Party because it drafted a particular provision, or the provision was for the Party's benefit, or the Party enjoyed a superior bargaining position.

WHEREFORE, the parties having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures on the next page.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

(SIGNATURE ON FOLLOWING PAGE)

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

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE

Y. Soo Jo
County Attorney

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF COLLEGE PARK, GEORGIA

ATTEST:

Bianca Motley Broom, Mayor (SEAL)
City of College Park

Shavala Ames, City Clerk
City of College Park

APPROVED AS TO SUBSTANCE

Stanley Hawthorne, City Manager
City of College Park

Connie Rogers, Chief of Police
City of College Park

APPROVED AS TO FORM:

Sterling Jones, Fire Chief
City of College Park

City Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0341

Meeting Date: 5/7/2025

Department

Emergency Services

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

Request approval of a Memorandum of Understanding between Fulton County and the Emory Clinic, Inc. (Atlanta, GA) for a Medical Director to provide Administrative and Supervisory Services for the Emergency Medical Dispatch (EMD) Program for the Department of Emergency Services in the amount of \$40,000.00 annually. Effective upon BOC approval through December 31, 2025, with three (3) renewal options ending December 31, 2028.

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

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

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.)*

Request approval to enter into an agreement with the Emory Clinic, Inc. The American College of Emergency Physicians (ACEP) believes that Emergency Medical Services (EMS) is a delegated practice of medicine and responsibility for the medical care of the patient begins with the initial request for care. The Emergency Medical Dispatch (EMD) program is an integral and critical

component of the EMS system.

An EMD program requires the active involvement of EMS physician medical directors. The role of the physician medical director of an EMD program is:

- To approve the medical component of the dispatch protocols, including mechanisms to determine call priority and configuration of response, and appropriate pre-arrival instructions;
- To routinely review dispatch program performance and maintain active involvement in quality improvement (QI) activities;
 - To have access to dispatch recordings for review of quality of patient care issues;
- To have the authority to recommend or make appropriate changes to protocol or personnel;
- To provide oversight for the ongoing education, training, and medical care provided by emergency medical dispatchers.

The physician medical director's qualifications should include:

- Knowledge of current EMS scope of practice and legislation relating to 911 and dispatch functions;
- Education or training, knowledge, and experience in emergency care delivery and medical direction of EMS systems.

The Department of Emergency Services operates Fulton County's Public Safety Answering Point (PSAP) which cross functional manages all calls for public safety services (Police, Fire, EMS, Animal Control). All personnel within the PSAP are cross-trained in the call-taking process, emergency medical dispatch (EMD) procedures and dispatching of resources.

Fulton County's EMD program employs a system of medical questioning to assess the caller's actual emergency, gain additional information, and/or offer basic medical care intervention instructions over the telephone, called "pre-arrival instructions; (e.g., bleeding control, cardiopulmonary resuscitation (CPR). This is accomplished via the utilization of a finite list of common chief complaints, each having associated predetermined questions. Answers to these questions ultimately dictate the resources sent to the scene and how those resources will travel (nonemergency driving or use of lights and sirens).

In order for the Department of Emergency Services to operate their EMD program, it is mandated that a licensed EMS physician medical director administer the program.

The Board of Commissioners at their meeting on June 20, 2018 (Item #18-0429), approved the Medical Director agreement with the Emory Clinic.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FULTON COUNTY, GEORGIA and
THE EMORY CLINIC, INC.,**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”), by and between Fulton County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and The Emory Clinic, Inc. (hereinafter the “Clinic”), a Georgia non-profit corporation authorize to do business in the State of Georgia, entered into this 1st day of January, 2025.

WITNESSETH

WHEREAS, the County has determined that, consistent with State law, certain administrative and other related supervisory services are reasonable and necessary to promote and maintain the County’s emergency medical communications (hereinafter “the Service”); and

WHEREAS, the County has recognized the need for a specialist, who has the training, experience, and qualifications necessary to practice medicine in the specialty of emergency medicine, to supervise and direct emergency medical planning and oversight services at the Service to serve as Medical Director; and

WHEREAS, the County desires to immediately retain the services of the Clinic in order to protect the public from a threat to public health, welfare or safety by providing certain administrative and supervisory services; and

WHEREAS, the Clinic has employees who are licensed to practice medicine in the State of Georgia and who are qualified to provide such administrative and supervisory services, and the Clinic desires to provide them under contract as independent contractors, in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Clinic therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County; and

NOW, THEREFORE, in consideration of the foregoing and mutual promises and covenants contained herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. DUTIES, OBILIGATIONS AND PERFORMANCE OF CLINIC

1.1 The Clinic’s Undertaking. The County hereby contracts with the Clinic to provide administrative and supervisory services described in Exhibit A hereto (the “Administrative Services”). The Clinic agrees to provide such Administrative Services on the terms and conditions set forth herein.

1.2 Availability of Administrative Services. The parties acknowledge that it is difficult to predict the precise amount of time required to perform the Administrative Services required by this Agreement. The parties anticipate, however, that the Clinic shall provide Administrative Services on an as-needed basis which shall, on the average, consist of 12 hours a month.

1.3 Designation of Physician / Substitute Physicians. The Clinic shall designate a physician to provide the Administrative Services required by this Agreement, who shall comply at all times with the qualifications set forth herein in Section 1.4 (the “Medical Director”). The original Medical Director designated by the Clinic is Cynthia Romero, MD for the service. If the Medical Director is unable to provide the Administrative Services for any reason, the Clinic will designate a substitute physician to provide the Administrative Services, unless the County states that coverage is not required during a specific absence of the Medical Director. Any such substitute physician shall comply with the requirements of Section 1.4 herein.

1.4 Representations, Covenants and Warranties of Clinic.

- A. License to Practice.** The Clinic warrants and covenants that the persons designated by the Clinic as the Medical Director are fully authorized to practice medicine in the State of Georgia and holds all appropriate licenses from the Georgia Composite State Board of Medical Examiners. The Clinic agrees that the Director shall also, for the full Term (as defined in Article 4) of this Agreement, maintain such license(s) and also promptly report to the County any suspension, restriction, reduction, revocation, or termination of any license(s) thereof.
- B. Reports.** The Clinic, upon receipt of notice of such by the Medical Director, shall promptly report to the County any denial, suspension, revocation, curtailment, reduction, or limitation imposed at any time during the Term of this Agreement upon any staff or similar privileges held by the Medical Director from any healthcare facility which is a member of the Woodruff Health Sciences Center. The Clinic will provide the County with information about such suits or settlements as the County may reasonably request, provided that such reports will not in the opinion of counsel for the Clinic on such matters, constitute either privileged communications, or would destroy and protections from discoverability, compromise the defense of any suit, or violate any confidentiality provisions of any settlement agreement.
- C. Compliance with Regulations.** The Clinic and the Medical Director shall comply with all material aspects of applicable federal and state laws and regulations governing the licensing and conduct of physicians and with the ethical standards of the profession, and with the applicable policies, procedures, rules and regulations of the County.
- D. Diligent Performance.** In performance of the Administrative Services under this Agreement, the Medical Director shall use diligent efforts and professional skills and judgment with the Principles of Ethics of the American Medical Association.

- 1.5 Insurance.** Clinic shall purchase at its sole expense and maintain in force, during the Term of this Agreement, professional liability insurance covering its Medical Director and any Clinic employee who provides support to the Clinic in conjunction with delivery of Administrative Services in amounts not less than \$1,000,000 per incident and \$3,000,000 in the aggregate, and provide written evidence of such insurance coverage to Fulton County upon its request. The Clinic, the Medical Director, or any employee of the Clinic shall not be deemed employees of Fulton County and will not be entitled to Worker's Compensation coverage afforded employees of Fulton County, under Fulton County's agencies' and Fulton County's self-funded insurance, or health care benefits plan for its employees, or other benefit programs. This paragraph will survive the termination of this Agreement.

ARTICLE 2. COMPENSATION AND BILLING

- 2.1 Compensation for Medical Director Services.** During the Initial Term (as defined in Article 4 of this Agreement), as the sole compensation to the Clinic for the Administrative Services to be provided hereunder, the County agrees to pay the Clinic the sum of Forty Thousand (\$40,000.00) (the "Fee") per year, pro-rated from the date of execution of the Agreement. The County shall pay Clinic the Fee in twelve (12) equal monthly installments, which during the Initial Term shall each equal Three Thousand Three Hundred and Thirty-Three Dollars and thirty-three cents (\$3,333.33) per month.
- 2.2 Compensation for Renewal Term.** The Fee for Renewal Term (as defined in Article 4 of this Agreement) shall be payable in twelve equal monthly installments of Three Thousand Three Hundred and Thirty-Three Dollars and thirty-three cents (\$3,333.33) in accordance with the terms of Section 2.3.
- 2.3 Additional Terms.** Each monthly Fee installment shall be due on before the fifth (5th) day of each month, for the preceding month. The County agrees to employ its best efforts to make its payments to the Clinic in a timely manner.
- 2.4 Fair Market Value.** The parties agree that the Fees represent fair market value compensation for the Administrative Services, and the Fees have not been determined on the basis of volume or value of any referrals or other business generated among the Clinic, Medical Director and the County. The Fees and the maximum hours may be adjusted if agreed upon by the parties, but adjustments may not be made more frequently than annually. Any such adjustments shall be made in writing, approved by the Fulton County Board of Commissioners, and attached hereto as an amendment to this Agreement and shall not be effective until approved by the Board of Commissioners. The Administrative Services described herein are not intended to and may not exceed the services that are reasonable and necessary for the legitimate business purposes of this Agreement.

ARTICLE 3. RESPONSIBILITIES OF THE COUNTY

- 3.1 Equipment, Supplies and Records.** The County shall provide, maintain, and make available to the Clinic such equipment, supplies and records as the Clinic deems reasonably

necessary for the provision of the Administrative Services. The Clinic shall promptly notify the County of any defect, malfunction, or other deficiency of such equipment, supplies and records.

3.2 Personnel. The County shall employ and/or contract independently with secretarial and other personnel necessary to provide support services to the Clinic in conjunction with the delivery of Administrative Services as contemplated herein.. Such personnel will be hired by the County. Such personnel shall be and remain either employees and/or independent contractors with the County, and may be disciplined, transferred, or discharged only by the County.

3.3 Facilities. The County shall provide the physical space for the delivery of Administrative Services contemplated hereunder. The size and location of such space shall be determined by the County in consultation with the Clinic.

3.4 Other Business Expenses. In the event that the County requests or authorizes the Director to engage in a business activity on behalf of the County to further the Administrative Services contemplated hereunder, such request shall be reduced in writing and approved in accordance with the County's change order requirements set forth in Fulton County Code Section 102-420, which is incorporated by reference as if fully set forth herein. The County will reimburse the Director for all reasonable expenses incurred for which itemized expense reports are presented to the County in accordance with the County's standard policies requiring documentation of such expenses.

3.5 Compliance with Regulations. To the extent applicable, the County shall comply with all material aspects of applicable federal and state laws and regulations governing billing and reimbursement under any applicable reimbursement process.

3.6 Insurance. The County shall maintain appropriate insurance coverage on any equipment made available by the County to the Clinic for the delivery of such Administrative Services. Notwithstanding this provision, the County reserves the right to self-insure.

ARTICLE 4. TERM AND TERMINATION

4.1 Term. The initial term of this Agreement shall be upon execution through December 31, 2025 (the "Initial Term"), unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew for three (3) years not to exceed December 31, 2028. (the "Renewal Term;)" the Initial Term and each Renewal Term are collectively referred to herein as the "Term") unless terminated as herein provided in Article 4.2 or unless either party notifies the other of an intent to terminate at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and the Renewal Term shall be subject and contingent upon the approval, availability and appropriation of funds by the Fulton County Board of Commissioners unless sooner terminated as provided for herein.

4.2 Termination

A. Termination Without Cause. Either party may terminate this

Agreement, without cause, at any time upon sixty (60) days written notice to the other.

B. Early Termination by the County. The County may terminate this Agreement immediately upon written notice to the Clinic in the event that:

1. The Director fails to maintain the representations, covenants, and warranties set forth in Article 1.4 and the Clinic fails to designate a qualified physician within thirty (30) days of receipt of notice by The County of such failure;
2. The Clinic fails, after thirty (30) days written notice of default or failure to comply, to provide the Administrative Services required to be provided under this Agreement or to comply and to maintain compliance with any other provisions of this Agreement.

C. Early Termination by the Clinic. The Clinic may terminate this Agreement immediately, with cause, upon written notice to the County upon The County's failure, after thirty (30) days written notice of default to comply, or maintain compliance with any provision of this Agreement.

4.3 Effect of Change in Law / Agreement to Renegotiate. Should (i) a Court of competent jurisdiction rule that any provision of this Agreement violates any state or federal law, rule, or regulations; or (ii) counsel for both parties mutually determine that a ruling from a Court of competent jurisdiction would adversely affect any provision of this Agreement, the parties agree to renegotiate such affected provisions for ninety (90) days in order to affect compliance with any such ruling. In the event the parties can not reach a mutually agreeable resolution after ninety (90) days, this Agreement will terminate automatically.

4.4 Affirmative Action Clause. The provisions of 41 C.F.R. Section 60-1.4, Section 60-250.5(a) and Section 60-741.5(a) pertaining to affirmative action obligations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

ARTICLE 5. RESPONSIBILITY

It is hereby stipulated and agreed between the parties that, with respect to any claim or action arising out of the activities described in 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 negligence, actions, or omissions of its own agents, officers, and employees. However, nothing herein shall be construed as a waiver of the County's sovereign immunity or the immunities available to the County's officials, officers and employees. Notwithstanding the foregoing, Clinic hereby agrees to release, indemnify, defend, and hold harmless the County, its Commissioners, officers, employees, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgment, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by the Clinic, including its directors, officers, employees, successors, assigns, agents, or otherwise in connection (directly or indirectly) with its acceptance or the performance, or nonperformance, of its obligations under this Agreement.

ARTICLE 6. GENERAL PROVISIONS

6.1 Independent Contractor Status. In the performance of the duties and obligations devolving upon the Clinic (and any physician providing Administrative Services hereunder) under this Agreement, it is mutually understood and agreed that the Clinic (and all physicians providing Administrative Services hereunder) are at all times acting and performing as independent contractors and not as employees of the County. The County shall neither have nor exercise any control or direction over the methods by which the Clinic shall perform its work and functions.

Because the Clinic is not an employee of the County, the County will not deduct from payments made hereunder for State and Federal Income Taxes, FICA or other amounts normally withheld from compensation due employees, or offer the Clinic the opportunity to participate in any pension plan or other benefit plan for employees. The Clinic shall make all tax filings, withholdings, and payments required by law.

6.2 Medicare Access Clause. If required by Section 952 of the Omnibus Reconciliation Act of 1980, for a period of four years after furnishing services with a value or cost of \$10,000.00 or more over a twelve (12) month period and upon written request, the parties shall make available to the Secretary of the Department of Health and Human Services, or to the Comptroller General of the United States, or their designees, the Agreement and the books, documents, and records necessary to verify the nature and extent of the cost of such services. If the parties provide any services through a subcontract with a related organization, such contract shall contain an "Access to Books and Records" section similar to this one, if required by the Act.

No attorney-client, accountant/client, or other legal privileges will be deemed to have been waived by the County or the Clinic by virtue of this Agreement.

6.3 Medicare and Medicaid. The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules, and regulations. It is not a purpose, nor is it a requirement, of this Agreement nor of any other agreement between the parties, to offer or receive, induce, or encourage the referral of any patient, payment of which may be made in whole or in part by Medicare or Medicaid. No payment made

or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any good, service, item, or product for which payment may be made in whole or in part under Medicare or Medicaid. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with the performance of the Administrative Services, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, then this Agreement shall be renegotiated to comply with then current law. Neither party shall make or receive any payment that would be prohibited under state or federal law.

6.4 Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.

6.5 Governing Law. This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

6.6 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or a part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Agreement in any jurisdiction.

6.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties, and it is expressly understood and agreed that the Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by each party or an authorized representative of each party affected by any such modification.

6.8 Captions. The captions in this Agreement are for purposes of convenient reference only and form no part hereof.

6.9 Binding, Effect and Amendment. This Agreement, together with any amendments or attachments hereto, shall be binding upon the parties, and their heirs and successors, and this Agreement may be amended only by written instrument signed by both parties hereto.

6.10 Notice. Any notice, request, instruction or other document to be given pursuant to this Agreement by either party shall be in writing and delivered personally or sent by certified mail, postage prepaid, return receipt requested, to the other party at the address set forth below or to other address as such party may from time to time designate:

To the County:

Office of the County Manager
Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.
Suite 1000
Atlanta, Georgia 30303

404-612-8335
404-612-0350 (facsimile)

With a copy to:

Office of the County Attorney
Y. Soo Jo, County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

The Department of Emergency Services
Chris Sweigart, Director
130 Peachtree Street S.W.
Suite 3147
Atlanta, Georgia 30303
404-612-7900

To the Clinic:

The Emory Clinic, Inc.
Alexander Isakov, MD, MPH
1364 Clifton Road, N.E.
Atlanta, Georgia 30322
404-712-7109

With a copy to:

Office of the General Counsel
Emory University
101 Administration Building
201 Dowman Drive
Atlanta, Georgia 30322
404-727-6011
404-712-5522 (facsimile)

Any notice shall be deemed to have been received by the party to whom it is addressed (i) upon actual receipt at the office of such party in the case notices sent by delivery service with signature acknowledging receipt required; or (ii) three (3) days after it is deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to such party.

6.11 Waiver. Failure of any party to pursue any remedy for any default by either party pursuant to the terms of this Agreement or the parties' waiver of any default or non-compliance by the other party shall not affect or impair either party's rights with respect to any subsequent default or non-compliance of the same or different kind of nature. Furthermore, the parties' delay or omission in asserting any right which either party may have hereunder will not constitute a waiver of such right or impair either party's right to assert such default or non-compliance on the part of the other party.

6.12 Duplicate Originals. This Agreement may be executed in duplicate, each of which, when executed and delivered, shall be deemed an original.

6.13 Drafting of Agreement. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this Agreement shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein that have been made by any party to induce the execution of this Agreement by any other party.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hand the day and year first written above.

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

THE EMORY CLINIC, INC.

Dane Peterson, Chief Operating Officer

EXHIBIT A

As set forth in this Agreement, The Emory Clinic, Inc. (the “Clinic”) shall provide the following Administrative Services as Medical Director of Emergency Medical Services at the Fulton County Department of Emergency Services (the “Service”) for The County of Fulton, Georgia (the “The County”):

Responsibilities of Emory and the Medical Director

Medical Priority Dispatch System

A. Prospective

Protocols

- Approval and periodic review of emergency medical dispatch (EMD) protocols, and response configuration in concert with the appropriate authority designee(s) of the Fulton County Department of Emergency Services.
- Interpretation of medical terminology and explanation of disease/injuries, diagnoses, and care to new Communications Officers in-training.

Personnel

- Approve standards for communications work as it relates to telephonic clinical care:
 - Participation in the orientation program for EMD personnel.
 - Evaluation and approval of all EMD training programs in conjunction with Communications Officers.

Training

- Review of testing materials used in the evaluation of EMD personnel, as it relates to telephonic clinical care.
- Approve in-house EMD training.

B. Concurrent

- Periodic observation and participation on the communications floor, with Communications Officers, to monitor the provision of services.

C. Retrospective

- Oversight of Medical Priority Dispatch, Continuous Quality Improvement (CQI),

including:

- Active involvement in the quality assurance program.
- Periodic audio reviews of problem EMD calls, conducted jointly with CQI personnel.
- Review and analysis of the monthly, cumulative scores of personnel-shift, and 9-1-1 center performance in handling a minimum of 7% of all 9-1-1 medical calls (recommended standard per Priority Dispatch, Inc.).
- Assistance, as requested, with Communications Officer continuing education, based on individual deficiencies and collective identified needs.
- Participation in discussions of challenging/problem dispatch-related cases and advice for the deliberations resulting from such discussions.
- Participation in development and periodic review of communications center policy, as appropriate.
- Participation in review of plans to adopt International Academy of Emergency Dispatch standards into policy and/or procedures.

Emergency Medical Services (EMS) First Responder

A. Prospective

Clinical Care Guidelines

- Assist with periodic review and revision of the Fulton County Department of Emergency Services Clinical Care Guidelines.
- Assist in the formulation of disaster planning and management.
- Follow all laws protecting patient's legal rights, including Health Insurance Portability and Accountability Act (HIPAA).

Personnel

- Participate in the credentialing of paramedics, EMTs and First Responders to practice/provide medical care under the Georgia EMS provider scope of practice in situations where any person in need of medical care and/or attention is awaiting response from the designated EMS service provider.
- Participation in the development and approval of the First Responders Program.
- Approve an Automatic External Defibrillator (AED) program to be at the Fulton County Department of Emergency Services 911 Center.

Training

- Contribute to the formulation of EMS training programs in conjunction with Department of Emergency Services Quality Assurance Unit/Priority Dispatch.

- Approve in-house EMS training for first responders.
- Approve, as requested, EMS continuing education hours/credits needed for EMS personnel to re-certify and/or re-licensure.
- Approve recertification paperwork, as appropriate, for Fulton County Department of Emergency Services.
- Review Quality Assurance program instruction plans and recommend edits accordingly.
- Review testing materials used in the evaluation of first responders.

B. Concurrent

Activities

- May respond on scene to observe and assist with direct patient care delivered by EMS personnel.
- Respond when requested by the Quality Assurance Unit, and the Department of Emergency Services Director, if logistically feasible.

On line Direction

- May monitor EMS communications
- Approve procedures for on-line medical direction.
- May provide online medical direction when requested by EMS personnel.

C. Retrospective

Patient Care Reports (PCR)

- In conjunction with the Quality Assurance Unit, formulate audit filters for selecting PCRs to review.
- Monthly review of all audited and screened PCRs resulting from review of all PCRs.
- Critical review of all PCRs on patient care causes from which a complaint has been filed.
- Participate in the monthly meeting, reviewing summarized statistics on EMS incidents produced by the Service to guide changes in EMS protocols and further training.

Patient Care Complaints

- Participate in the investigation of all externally generated filed complaints and internally generated incident reports regarding patient care in accordance with departmental due process policies.

- Co-represent the Emergency Services in meetings related to patient care.

Discipline

- Participation in appeals of EMS personnel from decisions to restrict or deny patient care privileges.
- Review and provide consultation regarding the disciplinary process for EMS personnel patient care infractions.
- Recommend all EMS personnel for certification, re-certification, de-certification to the appropriate EMS certifying body, as appropriate.

Responsibilities of the County Department of Emergency Services

- The County shall maintain a system for documenting patient care reports that affords access for the medical director.
- The County shall promulgate policies and procedures governing the activity of its Emergency Medical Services First Responder Program.
- The Service shall assign the Quality Assurance Unit with the responsibility of performing quality assurance reviews to select PCRs for the Medical Director to review. Criteria established by the Medical Director will be used to determine percentages and types of PCRs to be selected by the Quality Assurance Unit/Priority Dispatch for review.
- Should the County require the Medical Director to participate in the procurement of controlled substances, the cost of the DEA license will be reimbursed by the county.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0344

Meeting Date: 5/7/2025

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Hakeem Oshikoya Appreciation Day (Retirement)." **(Pitts/BOC)**

Proclamation recognizing "Older Americans Month." **(Pitts/Abdur-Rahman/Ivory/BOC)**

Proclamation recognizing "Atlanta CASA 30th Anniversary Appreciation Day." **(Ivory/BOC)**

Proclamation recognizing "Water Safety Month." **(Ivory/BOC)**

Proclamation recognizing "Mayor Shirley C. Franklin Appreciation Day (80th Birthday)." **(Arrington/Pitts/Ellis/Thorne/Barrett/Ivory)**

Proclamation recognizing "Certified Public Managers Appreciation Day." **(Arrington/BOC)**

Proclamation recognizing "Mental Health Awareness Month." **(Abdur-Rahman/BOC)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0346

Meeting Date: 5/7/2025

Department

Finance

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

Presentation, review, and approval of the May 7, 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 May 7, 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 with an increase in spending authority - (Page 3)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2025 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

Annual Hardware and Software Maintenance and Support List - 2025								
Type	Vendor Name	Product Name	Description	User Agency	2025 Expenditure	Add'l Amt	Funding Source	Comments
Software	Sensei	Enterprise PPM Tool	200 User Licenses	Information Technology	\$ 50,000	\$30,000	Information Technology	Increase spending authority to \$80,000
Software	Thomson Reuters	Legal Research	Legal Research	Juvenile Court	\$ 40,000	\$ -	Juvenile Court	Add to the FY25 AML List and increase in spending authority from \$0.00 to \$40,000

- **Transfer Funds from the Non-Agency Department Budget to the Behavioral Health and Developmental Disabilities Department (BHDD) Budget in support of the Diversion Center's continued operations for FY25 - (Page 4)**

The Behavioral Health and Developmental Disabilities Department (BHDD) is requesting that the additional funding of \$1,700,000 be allocated to BHDD now that the Diversion Center is open and operating. The department's budget currently has \$800,000 encumbered toward the funding requirement of \$2,500,000 for the Diversion Center. The remaining FY25 funding of \$1,700,000, currently held within Non-Agency and designated for this specific initiative, is now requested to be transferred into the BHDD budget as described in the FY25 BOC Adopted budget, page 23 - bullet point 10.

Transfer amount from Non-Agency General Fund - \$1,700,000.

Fiscal Impact / Funding Source

Funding Line 1:

Various funding sources identified in soundings document



MAY BUDGET SOUNDINGS

May 7, 2025

Presented

to the

Board of Commissioners

by the

Finance Department

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
May 7, 2025 Sounding

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Modify the 2025 Annual Hardware and Software Maintenance and Support List with increase in spending authority

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	Sensei	Enterprise PPM Tool	200 User Licenses	Information Technology	\$ 50,000	\$ 30,000	Information Technology	Increase spending authority to \$80,000
Software	Thomson Reuters	Legal Research	Legal Research	Juvenile Court	\$ 40,000	\$ -	Juvenile Court	Add to the FY25 AML List and increase in spending authority from \$0.00 to \$40,000

Purpose (Justification):

FCIT requests BOC approval for an increase in the Annual Hardware and Software Maintenance List (AML) number 205, Sensei. The current authority is \$50,000.00. The desired amount is \$80,000.00 to cover an increase in user licenses beyond the current count of 200. The increase in spending authority will not require a request for additional funding to be added to Fulton County Information Technology's FY25 budget.

Juvenile Court requests BOC approval to add Thomson Reuters to the FY25 AML vendor list, with an FY25 spending authority of \$40,000. The Juvenile Court Department utilizes this software for Legal Research and investigative purposes to analyze legal precedents to model correct dispositions in all cases coming before the Juvenile Court. utilized by the Judges and Judicial Staff within. An invaluable legal research and investigative tool that empowers our judges and judicial staff. The increase in spending authority will not require a request for additional funding to be added to the Juvenile Court Department's FY25 Budget.

The following items were vetted and approved by the Purchasing Department.

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
May 7, 2025 Sounding

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Transfer funds from the Non-Agency Department budget to the Behavioral Health and Developmental Disabilities Department (BHDD) budget in support of the Diversion Center's continued operations for FY25.

<u>Department</u>	<u>Funding Line</u>	<u>Funding Line Name</u>	Increase	Decrease
Behavioral Health	100-755-BHIF-1160	Professional Services	\$ 1,700,000	
Non-Agency (Contingency)	100-999-S200-1900	Contingency		\$ 1,700,000

Purpose (Justification):

The Behavioral Health and Developmental Disabilities Department (BHDD) is requesting that the additional funding of \$1,700,000 be allocated to BHDD, now that the Diversion Center is open and operating. The department's budget currently has \$800,000 encumbered toward the funding requirement of \$2,500,000 for the Diversion Center. The remaining FY25 funding of \$1,700,000, currently held within Non-Agency and designated for this specific initiative, is now requested to be transferred into the BHDD budget as described in the FY25 BOC Adopted budget, page 23 - bullet point 10.

1 **RESOLUTION BY THE FULTON COUNTY BOARD OF**
2 **COMMISSIONERS TO AMEND FULTON COUNTY'S CURRENT BUDGET ON**
3 **MAY 7, 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 7th day of May, 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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0347

Meeting Date: 5/7/2025

Department

Finance

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

Request approval to accept the lowest acceptable bid for the County's 2025 Tax Anticipation Notes in the aggregate principal amount of \$275,000,000.00 and approval of an Amendatory and Supplemental Pricing Resolution which authorizes issuance and sale of the \$275,000,000.00 General Fund Tax Anticipation Notes of Fulton County, Georgia, with a maturity date of December 30, 2025.

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

Article IX, Section V, Paragraph V of the Georgia Constitution authorizes Fulton County to issue short-term debt in the form of short-term tax anticipation notes (TANs) to pay operating costs upon Board 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: As approved by Board Resolution at the March 5, 2025 meeting, (Agenda item 25-0163) the Finance Department distributed the Preliminary Official Statement and Notice of Sale relating to the Fulton County, Georgia General Fund 2025 Tax Anticipation Notes and the solicitation of offers for the purpose of the same. The issuance of the 2025 TAN in the amount of \$275,000,000 will provide the cash flow necessary to

maintain General Fund operations until taxes levied are collected. On May 7, 2025, at 10:00 am EDT, electronic bids will be received by the Finance Department and the notes will be awarded by the Director of Finance on behalf of the Board of Commissioners to the responsible bidder whose bid results in the lowest net interest cost to the County. Once the bid has been awarded, the Director of Finance will request that the County Clerk call up the agenda item requesting acceptance of the bid and approval of the Resolution authorizing the issuance of the \$275,000,000 General Fund Tax Anticipation Notes during the Board of Commissioner's meeting on May 7, 2025. Given the nature of the bond markets and rapid changes in market conditions, we are respectfully requesting that this item be brought forth promptly to ensure efficient issuance and closing of the 2025 Tax Anticipation Notes. The Resolution, Bid Form, Preliminary Offering Statement which are all in substantially final form are attached for your review.

Community Impact: Will provide short term cash resources for General fund 2025 operations.

Department Recommendation: Recommend approval.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

General Fund, Non-Agency, Interest and Loan Expense - TANs: and Tax Anticipation Note expense 100-999-D100-1601/1609

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 29, 2025

NEW ISSUE - BOOK-ENTRY ONLY

**RATINGS: Fitch: "F1+"
S&P: "SP-1+"
(See "RATINGS" herein)**

In the opinion of Note Counsel, under existing law and subject to the conditions described in "TAX MATTERS" herein, interest on the Notes (a) is excludable from the gross income of the owners thereof for purposes of federal income taxation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) is not a specific item of tax preference for purposes of the federal alternative minimum tax on individuals. In addition, such interest is included in the "adjusted financial statement income" (as defined in Section 56A of the Code) of certain corporations in determining the applicability and amount of the federal corporate alternative minimum tax imposed under Section 55(b) of the Code. Note Counsel is further of the opinion that under current law, the income on the Notes, including the interest thereon, is exempt from income taxation by the State of Georgia. See "TAX MATTERS" herein regarding other tax considerations.

[INSERT COUNTY LOGO]

\$275,000,000*
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2025

Dated: Date of Delivery

Due: December 30, 2025

This Official Statement relates to the sale and issuance by Fulton County, Georgia (the "County") of \$275,000,000* in aggregate principal amount of its General Fund Tax Anticipation Notes, Series 2025 (the "Notes") pursuant to: (a) Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983; (b) Section 36-80-2 of the Official Code of Georgia Annotated, as amended and supplemented; and (c) a resolution adopted by the Board of Commissioners of the County (the "Board of Commissioners") on March 5, 2025, as supplemented by a resolution expected to be adopted by the Board of Commissioners on May 7, 2025. The Notes are being issued for the purpose of: (a) paying certain current expenses of the County for calendar year 2025 in anticipation of the receipt of revenues from taxes levied or to be levied for the General Fund of the County and (b) paying the costs of issuance related to the Notes. See "AUTHORIZATION AND PURPOSE" herein.

The Notes will initially be issued in fully registered form, in denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchases of beneficial ownership interests in the Notes will be made in book-entry form only and purchasers will not receive physical delivery of certificates representing the beneficial ownership interests in the Notes so purchased. Payments of principal of and interest on the Notes will be made to Cede & Co., as nominee for DTC as registered owner of the Notes to be subsequently disbursed to the Beneficial

* Preliminary; subject to change.

Owners (as defined in Appendix F attached hereto). See "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM" attached hereto.

Interest on the Notes (a) will accrue from the initial issue date to, but not including, the maturity date, (b) will be computed on the basis of a 360-day year comprised of twelve 30-day months, and (c) will be payable on December 30, 2025. The Notes are not subject to redemption prior to maturity. See "DESCRIPTION OF THE NOTES" herein.

The Notes are payable from revenues from taxes levied or to be levied for calendar year 2025 for the General Fund and other funds available to the County for such purpose. See "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES" herein. For information related to the County and its financial condition generally, see "THE COUNTY," "FISCAL OVERVIEW OF THE COUNTY" and "PROPERTY TAXES" herein, and "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2023," and "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

Electronic proposals for the purchase of the Notes will be received by the County via the BiDCOMP/Parity electronic bid submission system ("Parity®") on May 7, 2025, until 10:00 a.m. local time in the City of Atlanta, or on such other date or time as may be determined by the County, with notice provided through Parity®, all as provided in the Official Notice of Sale, dated April 29, 2025, relating to the Notes.

This cover page contains certain limited information for quick reference only. It is not, and is not intended to be, a summary of the matters relating to the Notes. Potential investors should read the entire Official Statement, including the inside front cover page and the appendices attached hereto, to obtain information essential to the making of an informed investment decision.

The Notes are being offered when, as, and if issued by the County and received by the Purchaser subject to prior sale and to withdrawal or modification of the offer without notice, and subject to the approving opinion of McGuireWoods LLP, Atlanta, Georgia, as Note Counsel. Certain legal matters will be passed upon for the County by Y. Soo Jo, Esq., as the County Attorney. Certain legal matters will be passed upon for the County by Greenberg Traurig, LLP, Atlanta, Georgia, as Disclosure Counsel. Raymond James & Associates, Inc., Atlanta, Georgia serves as financial advisor to the County in connection with the sale of the Notes. The Notes are expected to be delivered through the book-entry system of DTC on or about May 15, 2025.

_____, 2025

**MATURITY, PRINCIPAL AMOUNT, INTEREST RATE,
YIELD, PRICE, AND INITIAL CUSIP NUMBER[†]**

\$275,000,000*

**FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2025**

Maturity	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP Number[†]
December 30, 2025	\$275,000,000*				

* Preliminary; subject to change.

[†] Initial CUSIP® numbers have been assigned to the Notes by an organization not affiliated with the County or the Financial Advisor (as defined herein) and are included for the convenience of the owners of the Notes only at the time of initial issuance of the Notes. None of the County, the Financial Advisor nor the Purchaser or their agents or counsel is responsible for the selection, use or accuracy of the CUSIP® numbers nor is any representation made as to their correctness with respect to the Notes as included herein or at any time in the future. The CUSIP® number for a specific maturity is subject to being changed after the issuance of the Notes as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Notes.

FULTON COUNTY, GEORGIA

Board of Commissioners

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

Clerk to the Commission

Tonya R. Grier

County Manager

Richard "Dick" Anderson

Chief Operating Officer

Pamela Roshell, Ph.D.

County Attorney

Y. Soo Jo, Esq.

Chief Financial Officer

Sharon L. Whitmore, CPA, CPFO

CONSULTANTS TO FULTON COUNTY, GEORGIA

Note Counsel

McGuireWoods LLP
Atlanta, Georgia

Disclosure Counsel

Greenberg Traurig, LLP
Atlanta, Georgia

Financial Advisor to the County

Raymond James & Associates, Inc.
Atlanta, Georgia

This Official Statement does not constitute a contract between the County or the Purchaser (as defined herein) and any one or more owners of the Notes, nor does it constitute an offer to sell or the solicitation of an offer to buy the Notes in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction.

No dealer, broker, salesman or any other person has been authorized by the County or the Purchaser to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering of the Notes, and if given or made, such information or representations must not be relied upon as having been authorized by the County or any other person. The information and expressions of opinion in this Official Statement are subject to change without notice, and this Official Statement speaks only as of its date. Neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof. Except as otherwise indicated, the information contained in this Official Statement, including in the appendices attached hereto, has been obtained from representatives of the County and from public documents, records and other sources considered to be reliable.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN A FORM DEEMED FINAL BY THE COUNTY FOR PURPOSES OF RULE 15c2-12 ("RULE 15c2-12") OF THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") PROMULGATED PURSUANT TO THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO PARAGRAPH (b)(1) OF RULE 15c2-12.

IN CONNECTION WITH THE OFFERING OF THE NOTES, THE PURCHASER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE NOTES HAVE NOT BEEN REGISTERED WITH THE SEC UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE NOTE RESOLUTION (AS DEFINED HEREIN) BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE NOTES IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE NOTES HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE NOTES OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

In making an investment decision, investors must rely on their own examination of the County, and the terms of the offering, including the merits and risks involved. The Notes have not been recommended by any federal or state securities commission or regulatory authority. Any representation to the contrary may be a criminal offense.

The order and placement of information in this Official Statement, including the appendices attached hereto, are not an indication of relevance, materiality or relative importance, and this Official Statement, including the appendices attached hereto, must be read in its entirety. The captions and headings in this Official Statement are for convenience only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provision or section in this Official Statement.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: WWW.MUNIOS.COM. THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

References to website addresses presented herein, including the County's website or any other website containing information about the County, are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for any purpose including for purposes of Rule 15c2-12.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
General.....	1
Other Information	1
AUTHORIZATION AND PURPOSE	1
DESCRIPTION OF THE NOTES.....	2
BOOK-ENTRY ONLY SYSTEM.....	3
SECURITY AND SOURCES OF PAYMENT FOR THE NOTES	3
ENFORCEABILITY OF REMEDIES	3
THE COUNTY	4
General.....	4
Government	5
County Executive Management.....	5
Cybersecurity	7
FISCAL OVERVIEW OF THE COUNTY	8
Statement of Revenues, Expenditures, and Changes in General Fund Balances	9
Management's Discussion and Analysis (Unaudited).....	10
Operating Revenues and Expenses for Periods Ended December 31, 2024 and 2023 (Unaudited; Cash Basis)	11
General Obligation Bonds	12
Property Tax Supported Debt	13
Ratio of General Bonded Debt Outstanding	14
Pension and Other Post-Employment Benefits.....	14
PROPERTY TAXES	35
Property Tax Digest	35
Historical Assessed Value of Taxable Property	36
Property Tax Rates.....	37
Property Tax Collection Schedule	38
Major Taxpayers	39
CERTAIN FACTORS AFFECTING THE COUNTY AND OTHER CONSIDERATIONS	39
LITIGATION [AND OTHER MATTERS]	39
General.....	39
TAX MATTERS.....	40
Opinion of Note Counsel – Federal Income Tax Status of Interest.....	40

Reliance and Assumptions; Effect of Certain Changes	40
Certain Collateral Federal Tax Consequences	41
Original Issue Discount	42
Original Issue Premium	42
Information Reporting and Backup Withholding	43
Internal Revenue Service Audits	43
Opinion of Note Counsel - Georgia Income Tax Consequences	43
Changes in Federal and State Tax Law and Regulations.....	44
CONTINUING DISCLOSURE.....	44
CERTAIN LEGAL MATTERS	45
FINANCIAL STATEMENTS	45
FINANCIAL ADVISOR	46
RATINGS	46
COMPETITIVE SALE OF THE NOTES	46
FORWARD-LOOKING STATEMENTS	47
MISCELLANEOUS	47
AUTHORIZATION OF OFFICIAL STATEMENT	49
APPENDIX A - MONTHLY CASH FLOW SUMMARIES	
APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2023	
APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA	
APPENDIX D - FORM OF NOTE COUNSEL OPINION	
APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE	
APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM	

OFFICIAL STATEMENT

relating to

\$275,000,000*

FULTON COUNTY, GEORGIA GENERAL FUND TAX ANTICIPATION NOTES SERIES 2025

Due: December 30, 2025

INTRODUCTION

General

The purpose of this Official Statement, which includes the inside front cover page and the appendices attached hereto, is to provide certain information in connection with the issuance and sale by Fulton County, Georgia (the "County") of \$275,000,000* in aggregate principal amount of its General Fund Tax Anticipation Notes, Series 2025 (the "Notes").

Other Information

This Official Statement speaks only as of its date and the information contained herein is subject to change. This Official Statement, including the inside front cover page and the appendices attached hereto, contains brief descriptions of, among other matters, the County, the Notes, the security, and sources of payment for the Notes, and the Note Resolution (as defined herein). Such descriptions and information do not purport to be comprehensive or definitive. The summaries of various constitutional provisions, statutes, the Note Resolution, and other documents are intended as summaries only and are qualified in their entirety by reference to such documents, and references herein to the Notes are qualified in their entirety to the form thereof included in the Note Resolution. Copies of the Note Resolution and other relevant documents and information are available, upon written request and payment of any applicable charge for copying, mailing, and handling, from Fulton County, Georgia, 141 Pryor Street, Atlanta, Georgia 30303.

AUTHORIZATION AND PURPOSE

The Notes are being issued pursuant to: (a) Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 (the "State Constitution"); (b) Section 36-80-2 of the Official Code of Georgia Annotated, as amended and supplemented; and (c) a resolution adopted by the Board of Commissioners of the County (the "Board of Commissioners") on March 5, 2025, as supplemented by a resolution expected to be adopted by the Board of Commissioners on May 7, 2025 (together, the "Note Resolution").

* Preliminary; subject to change.

Pursuant to applicable constitutional and statutory authorizations, the County may incur debt by obtaining temporary loans, such as the Notes, in each year to pay expenses in anticipation of current year tax receipts under the following conditions: (a) the aggregate amount of all such temporary loans outstanding at any one time shall not exceed 75% of the total gross income from taxes collected in the last preceding year; (b) such temporary loans shall be payable on or before December 31 of the calendar year in which such loan is made; (c) all temporary loans obtained in any prior year are paid in full; and (d) the County shall not incur in any one calendar year an aggregate of such temporary loans or other contracts, notes, warrants, or obligations for current expenses in excess of the total anticipated revenue for such calendar year.

A portion of the proceeds of the Notes will be used to pay certain current expenses of the County for calendar year 2025 in anticipation of the receipt of revenues from taxes levied or to be levied for the General Fund of the County.

The Note Resolution authorizing the issuance of the Notes shall contain the following statement in order to establish that the amount of the Notes to be issued is within the limitation imposed by the State Constitution and statutes of the State of Georgia (the "State"), and that the other conditions set forth therein are met:

"The Board of Commissioners hereby finds and determines as follows: (a) the aggregate principal amount of the Notes herein authorized (\$275,000,000*) does not exceed \$589,997,341, being 75% of the total gross income from taxes collected by the County in calendar year 2024 for the General Fund (\$786,663,121); (b) the aggregate principal amount of the Notes, together with other contracts, notes, warrants or obligations of the County for current expenses in calendar year 2025 for the General Fund, do not exceed the total anticipated tax revenues of the County for the General Fund for calendar year 2025; (c) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2024 or any prior calendar year remains unpaid as of the date hereof; and (d) a need exists for the County to borrow \$275,000,000* to pay current expenses of the County in calendar year 2025 prior to the receipt of sufficient revenues from taxes levied or to be levied for the General Fund for 2025."

DESCRIPTION OF THE NOTES

The Notes will be dated as of the date of delivery thereof and payment therefor will be payable in lawful money of the United States of America upon presentation at the designated corporate trust office of the paying agent. The Notes will bear interest at the rate per annum indicated on the inside front cover page of this Official Statement. Interest on the Notes (a) will accrue from the initial issue date to, but not including, the maturity date, (b) will be computed on the basis of a 360-day year comprised of twelve 30-day months, and (c) will be payable on December 30, 2025. The Notes are not subject to redemption prior to maturity.

The Notes will initially be issued in fully registered form, in denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchases of beneficial ownership interests in the Notes will be made in book-entry form only and purchasers will not

* Preliminary; subject to change.

receive physical delivery of certificates representing the beneficial ownership interests in the Notes so purchased. Payments of principal of and interest on the Notes will be made to Cede & Co., as nominee for DTC as registered owner of the Notes to be subsequently disbursed to the Beneficial Owners (as defined in Appendix F attached hereto). See "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM" attached hereto.

BOOK-ENTRY ONLY SYSTEM

Purchases of beneficial ownership interests in the Notes will be made in book-entry form only and purchasers will not receive physical delivery of bond certificates representing the beneficial ownership interests in the Notes so purchased. For a description of DTC and the book-entry only system, see "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM" attached hereto.

SECURITY AND SOURCES OF PAYMENT FOR THE NOTES

The Notes are payable from revenues from taxes levied or to be levied for calendar year 2025 for the General Fund and other funds available to the County for such purpose.

For the purpose of providing funds for the payment of the principal of and interest on the Notes, the County is required to assess, levy, and collect a direct tax upon all real and personal property subject to taxation within the corporate limits of the County, the net proceeds of which will be in a sufficient amount to produce such sums as are required to pay the principal and interest thereon. Such sums are irrevocably pledged and appropriated to the payment of the principal and interest, when due, on the Notes.

For information related to the County and its financial condition generally, see "THE COUNTY," "FISCAL OVERVIEW OF THE COUNTY" and "PROPERTY TAXES" herein, and "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2023," and "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

ENFORCEABILITY OF REMEDIES

The realization of value from the pledge of the taxing power of the County to the payment of the Notes upon any default will depend upon the exercise of various remedies specified by State law and the Note Resolution. These and other remedies may require judicial actions, which are often subject to discretion and delay, and which may be difficult to pursue. The enforceability of rights and remedies with respect to the Notes may be limited by state and federal laws, rulings, and decisions affecting remedies and by bankruptcy, reorganization, insolvency, or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. A court may decide not to order the specific performance of the covenants contained in the Note Resolution.

Notwithstanding the foregoing, O.C.G.A. § 36-80-5 provides that no county created under the State Constitution or the laws of the State shall be authorized to file a petition for relief from payment of its debts as they mature or a petition for composition of its debts under any federal statute providing for such relief or composition or otherwise to take advantage of any federal statute providing for the adjustment of debts of political subdivisions and public agencies and instrumentalities. O.C.G.A. § 36-80-5 also provides that no chief executive, board of commissioners, or other governmental officer, governing body, or organization shall be empowered to cause or authorize the filing by or on behalf of any county created under the State Constitution or laws of the State of any petition for relief from payment of its debts as they mature or a petition for composition of its debts under any federal statute providing for such relief or composition or otherwise to take advantage of any federal statute providing for the adjustment of debts of political subdivisions and public agencies and instrumentalities.

THE COUNTY

General

The County is the central county in the Atlanta Metropolitan Area and the most populous county in the State. As estimated by the U.S. Census Bureau as of July 1, 2024, the estimated population of the County was 1,090,354. Originally created in 1853 by the Georgia General Assembly and enlarged in 1931 by the absorption of two adjacent counties, the County encompasses approximately 523 square miles. The City of Atlanta occupies approximately 25% of the County, and accounts for almost half of the County's population. The fourteen other incorporated cities located in the County are: Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, and Union City. Urban and suburban areas associated with Atlanta, Hapeville, East Point, Sandy Springs, and College Park are located in the central section of the County; suburban areas associated with Alpharetta, Roswell, Johns Creek and Milton are located in the northern section of the County, and agricultural areas remain in the extreme ends of the 75-mile distance from the northern to the southern boundaries.

For additional information regarding the County, see "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

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Government

The County operates under the commission-county manager form of government. The Board of Commissioners is the governing and policy making body of the County. The Board of Commissioners consists of seven members, including the Chairman, that serve staggered four-year terms. The current members of the Board of Commissioners are as follows:

	District	Current Term Expires
Robert L. Pitts, <i>Chairman</i>	At-large	December 31, 2026
Bridget Thorne, Commissioner	1	December 31, 2026
Bob Ellis, <i>Vice Chair</i>	2	December 31, 2028
Dana Barrett, Commissioner	3	December 31, 2026
Mo Ivory, Commissioner	4	December 31, 2028
Marvin S. Arrington, Jr., Commissioner	5	December 31, 2026
Khadijah Abdur-Rahman, Commissioner	6	December 31, 2028

The Board of Commissioners sets levels of service to be provided by each department when it approves each annual department budget. It levies taxes, adopts a yearly capital improvement program, exercises authority over the County's health and welfare programs, authorizes County bond issues, and promotes new industrial activity through its Development Authority. It also regulates zoning, fire, and police protection service, in the unincorporated areas of the County.

The Board of Commissioners appoints the County Manager as its chief executive officer, who in turn appoints all department heads, except elected officials and some whose appointments are specifically provided for by law. The County Manager's chief function is to carry out County policy as set by the Board of Commissioners. The Finance Department is responsible for the collection, stewardship, and disbursement of County funds. The Finance Department compiles the County budget and the Annual Comprehensive Financial Report, accumulates data to evaluate programs, and analyzes revenue requirements. The County Attorney oversees an extensive litigation practice which includes employment, catastrophic personal injury, wrongful death, governmental contract, taxation, tax sales, tax assessment, environmental, construction, constitutional, and bankruptcy matters and extensive motion and appellate practice. The Office of the County Attorney also oversees a great variety of property and tax matters and provides internal advice, counsel and transactional services to the County department, management, and Board of Commissioners.

The fiscal year of the County is currently the twelve-month period beginning January 1 and ending on December 31 (the "Fiscal Year").

County Executive Management

Richard "Dick" Anderson, Fulton County Manager. Mr. Richard "Dick" Anderson was appointed Fulton County Manager in March, 2015 and serves as the top administrator for Georgia's largest county. He leads an organization of 4,700 professionals with a \$1 billion budget serving over 1 million citizens. Mr. Anderson's signature emphasis has been to make Fulton County "First in 3...Impact, Service and Efficiency." This has led to the County being recently named by Georgia Trend as one of four counties to watch in the future. Significant accomplishments have included comprehensive County efforts at COVID-19 testing and vaccinations for all citizens, as well as

the approval of a \$580 million transportation infrastructure investment with a first ever Special Purpose Local Option Sales Tax for transportation purposes (TSPLOST), a \$500 million water treatment infrastructure expansion and a \$100 million facilities renovation program. With an emphasis on customer service, Fulton County residents are indicating high levels of customer satisfaction and Fulton County employee compensation is tied to a customer satisfaction metric. As well, significant changes have been made to Behavioral Health, Public Health and Property Tax processes to improve the citizen experience.

Before joining Fulton County, Mr. Anderson held several executive positions in both the private and public sectors. He served most recently as the COO for the Federal Reserve working in Washington, D.C. with Chairman Bernanke and the Board of Governors to create a strategic plan for operations post the financial crisis. Previously, he served in Governor Sonny Perdue's administration as Executive Director of Georgia Regional Transportation Authority and led a strategic review of the state's transportation system. Mr. Anderson began his career in telecommunications and retired from BellSouth and AT&T after being Vice Chairman and Group President-Global Business.

Mr. Anderson has long been involved in the Atlanta community serving as the 2007 Metro Atlanta Chamber Chairman and on additional boards such as Children's Healthcare, Marcus Autism Center, Georgia Regional Transportation Authority, Clark Atlanta University and Camp Twin Lakes. He was recently named Citizen of the Year by the Greater North Fulton Chamber of Commerce.

Mr. Anderson graduated with BS and MBA degrees from Murray State University where he serves as an MSU trustee and was recognized by the Governor of Kentucky as Outstanding Alumni from a Kentucky university in 2016.

Pamela Roshell, Ph. D., Chief Operating Officer. Dr. Pamela Roshell serves as Chief Operating Officer. Prior to her appointment to the position of Chief Operating Officer, Dr. Pamela Roshell served as Fulton County's Chief Operating Officer Health, Human Services and Public Works. Dr. Roshell previously served as Deputy Chief Operating Officer for Health & Human Services and as Director of Senior Services, where she managed a \$20 million budget and drove policy implementation and strategy across a portfolio of intervention, prevention and supportive services for vulnerable populations. Dr. Roshell previously served as Regional Director for the U.S. Department of Health and Human Services and brings more than 20 years of experience in public administration, health policy, and gerontology in the public and nonprofit sectors.

Prior to her appointment as Regional Director, Dr. Roshell served in a variety of leadership roles at American Association of Retired Persons including State Director for AARP Georgia where she provided management and leadership to ensure that the Georgia State Office delivered value and relevant programs, services, outreach and consumer advocacy to AARP's more than 1 million members in Georgia.

Dr. Roshell is a graduate of Columbia College, and received a Master of Social Work degree with a specialty in Administration from the University of South Carolina. She has built on that specialty with the completion of a PhD in Social Policy, Planning and Administration from Clark Atlanta University.

Sharon Whitmore, Chief Financial Officer. Ms. Sharon Whitmore serves as the County's Chief Financial Officer. Ms. Whitmore leads all internal shared services functions including Diversity and Civil Rights Compliance, Department of Real Estate and Asset Management, Atlanta/Fulton County Emergency Management Agency and Emergency Services (911), Finance, Human Resources, Office of Strategy and Performance Management and Purchasing, and is responsible for internal departmental satisfaction with shared services and efficient operations. Ms. Whitmore has served with Fulton County for 30 years, and has held a number of roles including Interim Director of Finance and Interim County Manager. Prior to serving with Fulton County, Ms. Whitmore served with KPMG.

Ms. Whitmore holds a bachelor's degree in accounting from Kennesaw State University.

Y. Soo Jo, Esq., County Attorney. Ms. Jo serves as the County Attorney and brings more than 26 years of experience in the field of law, including practice as a public attorney with local, state and federal governments.

She has served most recently as an Assistant U.S. Attorney in the U.S. Attorney's Office for the Northern District of Georgia. Her previous public sector work includes service with the Gwinnett County Magistrate Court, the City of Atlanta Law Department, the Fulton County Attorney's Office, and with the Superior Court of Fulton County. During time in private practice with L.C. Davis Law, she represented the Georgia Department of Human Services.

Ms. Jo is a graduate of Georgetown University where she earned a Bachelor of Science degree in Languages and Linguistics. She also holds a Juris Doctorate degree from the Georgia State University School of Law. She brings extensive volunteer experience with the State Bar of Georgia and the Georgia Asian Pacific American Bar Association.

Cybersecurity

Over the years, the County has dedicated significant resources and has taken specific actions to strengthen its cyber security posture, including, but not limited to, engaging managed security service, network modernization, firewall replacement, improved endpoint protection, cloud migration, improved processes and procedures, including enterprise-wide security awareness training, external/internal penetration testing, and incident response tabletop exercises. Despite such actions, the County may be vulnerable to cyber-attacks and/or cyber incidents.

On January 28, 2024, the County became aware of a cyber incident which has been widely reported by local, national, and international media outlets (the "2024 Cyber Incident"). The 2024 Cyber Incident impacted multiple County systems, and the environment where the tax system, justice system, telephony system, and financial applications were housed was encrypted. Such applications, along with others, were migrated to hosted environments outside of the County's data centers.

The County has taken several proactive measures since the 2024 Cyber Incident to increase cyber protections and mitigate ongoing risks, including, but not limited to, developing disaster recovery and business continuity plans to promote resilience in the event of a significant cyber incident or other disruptions. Collectively, these measures create a comprehensive, multi-layered

defense strategy that enhances the County's ability to detect and respond to cyber threats, while also minimizing opportunities for unauthorized access and data compromise.

The County has and will continue to work with all applicable local, state, and federal law enforcement agencies, including the Department of Homeland Security and the Federal Bureau of Investigation regarding cyber security matters. To the best knowledge of the County, there was no indication that its financial data was accessed or exfiltrated without authorization. The 2024 Cyber Incident did not have a material impact on the County's operations or financial results in Fiscal Year 2024.

FISCAL OVERVIEW OF THE COUNTY

In addition to the information regarding the County set forth in "THE COUNTY" herein and "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2023," and "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto, the County has provided the following financial information relating to the County. A complete review of this Official Statement, including the inside front cover page and the appendices attached hereto, is essential to the making of an informed investment decision by any potential purchaser of the Notes. In the making of an informed investment decision relating to the Notes, a potential purchaser should not conclude that the presentation of information in the body of this Official Statement, versus the presentation of information in Appendix A, Appendix B, or Appendix C attached hereto, denotes that the information related to the County so provided in the body of this Official Statement is of more relevance or importance than the information set forth in Appendix A, Appendix B, or Appendix C attached hereto.

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Statement of Revenues, Expenditures, and Changes in General Fund Balances

The following table presents the County's statement of revenues, expenditures, and changes in General Fund balances for Fiscal Years 2019 through 2023.

Fulton County, Georgia General Fund Revenues, Expenditures and Changes in General Fund Balances (Audited; Accrual Basis) (in thousands)⁽¹⁾

	2023	2022	2021	2020	2019
REVENUES:					
Taxes	\$708,098	\$701,220	\$679,731	\$672,445	\$631,231
Intergovernmental	30,102	6,773	8,451	2,090	7,099
Charges for Services	40,988	25,342	28,698	26,189	34,036
Courts and law enforcement	17,002	16,943	16,594	14,646	15,025
Use of Money and Property	15,341	8,190	3,838	6,236	12,788
Miscellaneous	3,059	2,485	1,449	5,278	4,712
Total Revenues	\$814,590	\$760,953	\$738,761	\$726,884	\$704,891
EXPENDITURES:					
<i>Current:</i>					
Administration	\$123,362	\$132,013	\$ 91,076	\$104,881	\$ 88,861
Public Safety	185,509	149,527	138,847	119,196	148,317
Legal	172,822	159,658	139,755	134,488	136,664
Infrastructure and facilities	36,322	32,017	27,931	28,476	27,712
Social Services	65,929	57,758	59,700	60,943	67,964
Health Services	75,667	91,545	86,911	84,724	80,469
Other nonagency	104,614	93,005	105,406	90,349	73,352
<i>Debt Service:</i>					
Principal Retirement	5,727	6,045	5,835	5,627	4,100
Interest	4,975	2,543	1,633	3,389	3,375
Total Expenditures	\$774,927	\$724,111	\$657,094	\$632,073	\$630,814
Excess (Deficiency) of Revenues over (under) expenditures	\$ 39,663	\$36,842	\$ 81,667	\$ 94,811	\$ 74,077
Other financing sources (uses):					
Proceeds from sale of capital assets	\$ --	\$ -	\$ -	\$ -	\$ 194
Transfers in	5,432	-	17	-	14
Transfers out	(57,442)	(58,711)	(59,516)	(57,175)	(57,842)
Total other financing sources (uses)	(52,010)	(58,711)	(59,499)	(57,175)	(57,634)
Net change in fund balances	(\$ 12,347)	(\$ 21,869)	\$ 22,168	\$ 37,636	\$ 16,443
Fund Balance at beginning of year	236,459	258,328	236,160	198,524	182,081
Fund Balance at end of year	\$224,112	\$236,459	\$258,328	\$236,160	\$198,524

⁽¹⁾ Audited financial information for Fiscal Year 2024 is not yet available.

Source: Fulton County, Georgia Finance Department.

For additional information, see "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2023," and

"APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

Management's Discussion and Analysis (Unaudited)

Preliminary Assessment of General Fund Performance for Fiscal Year 2024; Revenues (Unaudited). 2024 General fund revenues for all taxes were affected largely by the increase or growth in the County gross digest of over 9%, while maintaining a General fund millage rate of 8.87 since 2022. Both current and prior year tax collections, and charge for service income which includes commissions on tax collections, fluctuated from 2022 from 2021 slightly. The overall impact was slightly higher General fund tax and related revenues from taxes for 2022 as compared to 2021. Interest income was significantly higher in 2022 with higher yields, generating an additional \$2 million in interest earnings. The county continues to utilize the State of Georgia's Investment Fund 1, a pooled investment fund.

Preliminary Assessment of General Fund Performance for Fiscal Year 2024; Expenditures (Unaudited). Expenditures for Fiscal Year 2024 were slightly higher from 2023, an overall 3.6% increase that is largely driven by inflationary trends, including 3-3.5% salary increases along with non-salary inflation impacts. The majority of these non-salary increases are professional service costs throughout County departments, including "on year" election costs increased \$24 million from 2023 off election cycle, and inmate medical and facility costs increased approximately \$8 million in 2024. Offsetting these increases were less programming for capital spending in 2024 as compared to 2023. 2024's costs of mitigating a cyber incident were primarily funded from the County's risk management fund, which will receive subsequent insurable reimbursements.

Preliminary Assessment of General Fund Performance for Fiscal Year 2024; Fund Balance (Unaudited). The General Fund's fund balance as of December 31, 2024 continues at historically high levels at approximately \$239 million which continues to maintain a strong fund balance. The County maintains an advantageous position to fund continued service level efforts to external customers and constituents as well as improvements to internal functionality.

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Operating Revenues and Expenses for Periods Ended December 31, 2024 and 2023 (Unaudited; Cash Basis)

The following table presents unaudited, cash activity for the General Fund for the twelve months ended December 31, 2024 as compared to the twelve months ended December 31, 2023. Cash basis reporting differs significantly from accrual basis reporting. Timing of cash collections does not reflect revenues earned over the applicable twelve-month period, nor do cash payments reflect the actual expenses incurred during the same period.

	Cash Basis; Unaudited (in thousands)	
	2024	2023
Revenues:		
Current taxes	\$786,663	\$686,309
Prior year taxes	-	39,073
Intergovernmental	6,867	30,102
Charges for Services	38,764	39,807
Courts and Law enforcement	18,480	17,002
Use of Money and Property	16,434	12,423
Miscellaneous	11,881	14,364
Total Revenues	\$879,089	\$839,080
Expenditures:		
Administration	\$157,917	\$126,217
Public Safety	158,002	157,104
Legal	182,489	171,937
Infrastructure and facilities	40,969	38,161
Social Services	75,717	78,478
Health Services	78,118	77,905
Other non-agency	121,498	118,155
Debt Service:		
Principal	6,715	5,728
Interest	7,732	4,974
Total Expenditures	\$829,157	\$778,659
Excess (Deficiency) of Revenues Over (under) expenditures	49,932	60,421
Other Financing Sources (Uses)		
Transfers out	(37,616)	(57,442)
Total other financing sources (uses)	(\$ 37,616)	(\$ 57,442)
Net change in fund balances	12,316	2,979
Fund balance at beginning of year	227,342	224,363
Fund balance at end of year	\$239,658	\$227,342

Source: Fulton County, Georgia Finance Department.

General Obligation Bonds

Authorization and Debt Limit. The State Constitution requires approval from a majority of the qualified voters of the County ("Voter Approval") prior to the issuance of general obligation bonds (the "General Obligation Bonds"). Other than the Outstanding Authorized Library Bonds (as further described below), the County does not currently have any outstanding General Obligation Bonds at this time. Subject to Voter Approval, and as and to the extent issued, any such General Obligation Bonds would be supported by the County's then-applicable bond levy. For additional information related to the County's bond levy, see "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

Pursuant to the State Constitution, the total General Obligation Bonds issued by the County, shall never exceed 10% of the assessed value of all the taxable property in the County (the "Debt Limit"). As of December 31, 2024, the County's total outstanding General Obligation Bonds was approximately 0.19% of the assessed value of all of the taxable property in the County, which is less than the Debt Limit.

See "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA - FULTON COUNTY BONDED INDEBTEDNESS" attached hereto for more information on the legal debt margin. Certain other indebtedness of the County is property tax supported but does not require Voter Approval and is not applicable to the Debt Limit. See, "FISCAL OVERVIEW OF THE COUNTY - Property Tax Supported Debt" herein.

Outstanding Authorized Library Bonds. The County previously issued its \$133,210,000 Fulton County, Georgia General Obligation Library Bonds, Series 2010B (Taxable-Build America Bonds), and \$104,785,000 Fulton County, Georgia General Obligation Library Bonds, Series 2017, of which an aggregate principal amount of \$209,490,000 was outstanding as of December 31, 2024 (collectively, the "Outstanding Authorized Library Bonds").

For additional information regarding the County's financing activities, such as the use of General Obligation Bonds, and other forms of long-term financing, which in certain cases are property-tax supported but do not require Voter Approval and are not included in the calculation of the Debt Limit as applicable to the County, see "FISCAL OVERVIEW OF THE COUNTY - Ratio of General Bonded Debt Outstanding" herein, and "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2023," and "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

Proposed Issuance of General Obligation Bonds. The County does not currently expect to issue additional General Obligation Bonds in Fiscal Year 2025. However, the County reserves the absolute right to issue additional General Obligation Bonds, subject to the Debt Limit, at the times and in the manner permissible under applicable law. Currently, the County does not have further authority to issue General Obligation Bonds without Voter Approval. In addition to the foregoing transactions, the County may also pursue other financing or refinancing opportunities that:

(a) lower costs of borrowing and/or maximize savings in accordance with long term planning objectives and/or (b) provide funding for projects approved by the Board of Commissioners.

Property Tax Supported Debt

Outstanding Property Tax Supported Debt. In addition to the Outstanding Authorized Library Bonds, the County has other long-term debt and other obligations, which are property tax supported, including contractual obligations with The Fulton-DeKalb Hospital Authority (the "Hospital Authority"), the Fulton County Urban Redevelopment Agency, Association of County Commissioners of Georgia, and the South Fulton Regional Jail Authority (collectively, the "Property Tax Supported Debt"). As of December 31, 2023, the County was responsible for \$528,856,443 in Property Tax Supported Debt. Such information is not yet available as of December 31, 2024. For more information on the County's Property Tax Supported Debt, see "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA - FULTON COUNTY BONDED INDEBTEDNESS - Computation of Direct and Overlapping Debt" attached hereto.

Proposed Issuance of Property Tax Supported Debt. In Fiscal Year 2025, the County does not expect to incur additional property tax supported debt. However, the County reserves the absolute right to issue additional Property Tax Supported Debt, at the times and in the manner permissible under applicable law. In addition to the foregoing transactions, the County may also pursue other financing or refinancing opportunities that: (a) lower costs of borrowing and/or maximize savings in accordance with long term planning objectives and/or (b) provide funding for projects approved by the Board of Commissioners.

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Ratio of General Bonded Debt Outstanding

The following table presents the County's ratio of general obligation debt outstanding, which (a) includes the Outstanding Authorized Library Bonds and (b) excludes Property Tax Supported Debt, for Fiscal Years 2015 through 2024.

Fulton County, Georgia Ratios of General Obligation Debt Outstanding⁽¹⁾ (in thousands)

Fiscal Year	General Obligation bonds	Less debt service funds	Net bonded debt	Assessed value for bond purposes	Percentage of actual taxable value	Net bonded debt per capita (not in thousands)
2015	\$148,548	\$18,291	\$130,257	\$ 54,588,184	0.24%	\$128.90
2016	143,881	22,729	121,152	55,916,272	0.22	118.39
2017	250,294	22,575	227,719	57,938,549	0.39	218.66
2018	245,227	31,542	213,685	66,900,764	0.32	203.49
2019	239,939	32,939	207,000	73,828,332	0.28	194.56
2020	234,408	35,116	199,292	77,019,540	0.26	184.97
2021	228,618	39,327	189,291	82,490,198	0.23	177.68
2022	222,544	41,671	180,873	89,950,761	0.20	168.31
2023	216,174	48,075	168,099	102,360,994	0.16	155.78
2024	209,490	54,262	155,228	109,049,433	0.14	142.36

⁽¹⁾ Details regarding the County's outstanding debt can be found in the notes to the Audited Financial Statements (as defined herein). See "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2023" attached hereto.

Source: Fulton County Finance Department.

For additional information regarding the County's use of, and limitations pertaining to, General Obligation Bonds, see "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2023," and "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

Pension and Other Post-Employment Benefits

The County is required to have actuarial valuations produced for its pension and other post-employment benefits ("OPEB") liabilities. Actuarial valuations are "forward-looking" information that reflect the judgment of the fiduciaries of the pension plans and are based upon a variety of assumptions, one or more of which may prove to be inaccurate or may change in the future, and will change with the future experience of the pension plans. Further, this summary of the County's pension and OPEB information is designed to provide an overview of such matters, and is qualified in its entirety, to the pension plan documents, the pension plan and OPEB actuarial valuations and the Audited Financial Statements. Certain of the data in the following summary has been compiled from preliminary actuarial valuation and other reports, which remain subject

to final review and approval by the applicable plan fiduciaries, actuaries and auditors, as the case may be, and therefore remain subject to change.

Other than membership data, the financial information included in the following summary is presented in thousands of dollars unless noted otherwise.

County Pension Plan. The County maintains for eligible employees the Fulton County Employees Retirement System Pension Plan (the "County Pension Plan"), a single-employer defined benefit retirement plan. The County Pension Plan was created effective September 1, 1991, as successor to four separate County-maintained pension plans, for all eligible employees of the County. Prior to the establishment of the County Pension Plan, the employees of the County were participants in one of two predecessor plans, the General Employees' Pension Plan or the Employees' Pension Plan. Employees who did not elect to participate in the County Pension Plan will continue to be eligible for the same benefits of the prior plan in which they participated; however, participation was made a condition of employment for new employees as of September 1, 1991.

The County Pension Plan is administered by an eleven-member board of trustees which includes two members of the Board of Commissioners, the County Manager, the Chief Financial Officer, a representative citizen of the County, a designee of the Commission's Chairman, four retirees of the County, of which one was a Peace Officer, and one plan participant position, either active or retired.

On June 16, 1998, the County adopted a 401(A) defined contribution plan. All active participants in the Fulton County Employees' Retirement System have the annual option to remain in their current defined benefit plan or elect to participate in the new defined contribution plan. Employees hired on or after July 1, 1999 participate in the Fulton County Defined Contribution Plan.

The funding method and determination of benefits payable are provided in or authorized by various acts of the Georgia Legislature and statutes enacted by the County under home rule powers granted by the State. The County Pension Plan generally provides that funds to provide retirement benefits are to be accumulated from employee and County contributions and income from the investment of accumulated funds. Should the accumulated funds be insufficient to meet and pay the benefits when due, the County shall be required to make up any deficiency.

The County Pension Plan provides monthly retirement benefits that represent 2.25% of the participants' monthly earnings (the average of the highest three 12-month period of employment) for the first five years of credible service and then 2.5% thereafter. The County Pension Plan awards cost-of-living increases annually, up to a 3% maximum. Benefits also may be payable at termination, death, or disability.

The County's contribution is the actuarially determined amount necessary to fund benefits, less employee contributions. The actuarially determined contribution amount is the sum of the annual normal cost and the amortization of the unfunded actuarial accrued liability over the years remaining in the allowable funding period. The actuarial cost method used for funding purposes is the entry age normal cost method. This is one of the approved methods for such plans in the

State and provides for contributions based on a level percentage of future payroll. The unfunded actuarial accrued liability is amortized on a closed basis over a period established by State guidelines.

The required contribution percentages developed in the most recent actuarial valuations for the County Pension Plan, and the actual contributions, but not including contributions of \$321 to the Supplemental Plan described in this note made for 2024 are as follows (in thousands of dollars):

	<u>2024</u>
Total required employer contributions:	
Dollar amount	\$62,340
Percent of covered payroll	1058.95%
Actual employer contributions:	
Dollar amount	\$61,952
Percent of covered payroll	1052.36%

Employee contribution rates are established in accordance with pension law. During 2024 actual countywide employee contributions were \$425 which represented 7.22% of covered payroll. Employee contributions exceeded those set forth in pension law due to back-due contributions required of employees covered by certain of the County's prior separate plans, who under older pension laws, have the ability to increase retirement benefits by making back-due contributions.

Membership. Current membership in the County Pension Plan and current year payrolls for 2024 are as follows:

Members:	
Retired and receiving benefits	2,950
Terminated with vested benefits	17
Active employees:	
Vested	66
Total members	<u>3,033</u>
Total current year payroll for employees covered by the Plan (in thousands)	<u>\$5,887</u>

Accumulated plan benefits are those future periodic payments, including lump-sum distributions that are attributable under the County Pension Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries. Benefits under the County Pension Plan are based on employee compensation. The accumulated plan benefits for active employees are based on their average compensation and credited service ending on the date as of which the benefit information is presented (the valuation date). Benefits payable under all circumstances - retirement, death, disability, and termination of employment - are included, to the extent they are deemed attributable to employee service rendered to the valuation date.

The actuarial present value of accumulated plan benefits is that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of

money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, withdrawal, or retirement) between the valuation date and the expected date of payment. An actuarial valuation of the County Pension Plan is performed annually each January 1, and an update is performed to determine the Actuarial Value of Assets and Actuarial Accrued Liability.

Effective as of the January 1, 2025 valuation, the Fulton County Employees Retirement System Board approved a lower assumed rate of return from 6.70% to 6.60%. These changes affected the actuarial liability by \$16.9 million as of the date of this valuation.

The Fulton County Employees' Retirement System's total and net pension liability for the years ended December 31, 2024 and 2023 are as follows:

Fiscal Year Ended	Total Pension Liability	Fiduciary Net Position	Net Pension Liability	Fiduciary Net Position as a Percentage of Total Pension Liability
December 31, 2024	\$1,897,479	\$1,523,324	\$374,155	80.28%
December 31, 2023	1,900,928	1,453,658	447,270	76.47

Sensitivity of the Net Pension Liability to Changes in the Discount Rate. The following presents the net pension liability of the County, calculated using the discount rate of 6.60%, and the Fulton County Employees' Retirement System's net pension liability would be if it were calculated using a discount rate this is one-percentage-point lower (5.60%) or one-percentage-point higher (7.60%) than the current rate.

	1% Decrease (5.70%)	Current Discount (6.70%)	1% Increase (7.70%)
Fulton County Employees' Retirement System's net pension liability	\$559,258	\$374,155	\$216,427

The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rates (as a percentage of pay) and the County contributions will be made equal to the actuarial determined contribution. Based on these assumptions, the County Pension Plan's fiduciary net position was projected to be available to make all projected benefit payments of current members of the County Pension Plan's. Therefore, the long-term expected rate of return on the pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

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Changes in Total and Net Pension Liability, and Plan Fiduciary Net Position are shown below:

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at December 31, 2023	<u>\$1,900,928</u>	<u>\$1,453,658</u>	<u>\$447,270</u>
Changes for the year:			
Service cost	1,185	-	1,185
Interest	122,269	-	122,269
Benefit changes	-	-	-
Difference between expected and actual experience	10,601	-	10,601
Change of assumptions	16,909	-	16,909
Contributions - employer	-	61,952	(61,952)
Contributions - employee	-	425	(425)
Net investment income	-	162,493	(162,493)
Benefit payments, including refunds of employee contributions	(154,413)	(154,413)	-
Administrative expense	-	(791)	791
Net changes	<u>(3,449)</u>	<u>69,666</u>	<u>(73,115)</u>
Balances at December 31, 2024	<u><u>\$1,897,479</u></u>	<u><u>\$1,523,324</u></u>	<u><u>\$374,155</u></u>

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Methods and assumptions used in the calculations of actuarially determined contributions. The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

Valuation Date	January 1, 2025.
Actuarial cost method	Entry Age Normal.
Amortization method	Level Dollar, closed period.
Remaining amortization period	9-year average remaining, depending on which bases.
Asset valuation method	Market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the expected return on the actuarial value, and is recognized over a five-year period, further adjusted, if necessary, to be within 20% of the market value.
Investment rate of return	6.60% (1/1/2025 valuation). The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflects inflation expectations and anticipated risk premiums for each of the portfolio's asset classes, as well as the Fulton County Employees' Retirement System's target asset allocation.
Inflation rate	2.5%.
Projected salary increases	3.0%-6.0% depending on age, and if Public Safety employee.
Mortality Rates-Pre-Retirement	Pri-2012 Employee Blue Collar Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012.
Mortality Rates-Healthy Annuitants	Pri-2012 Healthy Retiree Blue Collar Amount-weighted Mortality Tables times 105% for Males, (no adjustment for Females) projected generationally with Scale MP-2020 from 2012.
Mortality Rates-Disabled Annuitants	Pri-2012 Disables Retiree Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012.

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The following presents target allocations and long term expected rates of return for the Plan. The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These rates are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of December 31, 2024 as shown below.

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return⁽¹⁾
U.S. Large Cap Equity	31.50%	6.90%
U.S. Small/Mid Cap Equity	14.00	7.70
International Large Cap Equity	12.50	6.50
Emerging Market Equity	5.00	9.40
International Small Cap Equity	5.00	7.80
Bank Loans	5.00	6.80
Domestic Fixed Income	20.00	5.30
Asset Allocation (60/40 EQ/FI Tft)	7.00	6.40
	<u>100.00%</u>	

⁽¹⁾ Expected real rate of return is net of inflation.

Pension Expense and Deferred Outflows of Resources Related to Pensions. The following table provides a summary of the deferred inflows and outflows related to pensions as of December 31, 2024 (the measurement date).

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on plan investments	-	\$5,139
Total	-	\$5,139

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Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31	Deferred Outflows of Resources (a)	Deferred Inflows of Resources (b)	Amount recognized in Pension Expenses as an Increase or (Decrease) to Pension Expense (a) - (b)
2024	\$ -	\$15,599	\$(15,599)
2025	-	33,302	(33,302)
2026	-	(40,399)	40,399
2027	-	(13,641)	13,641
Thereafter	-	-	-
Total	\$-	(5,139)	\$5,139

Note: In accordance with Paragraph 71 of GASB Statement 68, the difference between projected and actual earnings on investments is recognized over a closed five-year period. Assumption changes and the difference between expected and actual total pension liability experience are each recognized over a closed period equal to the average of the expected remaining service lives of all employees that are provided with pensions through the pension plan (active employees and inactive employees), determined as of the beginning of the measurement period. For 2024, the period is one year, and therefore those changes are recognized immediately.

Fulton County Employees' Retirement System Supplemental Plan.

On January 1, 2000, the Fulton County Employees' Retirement System Supplemental Plan (the "County Supplemental Plan") was created to pay benefits in excess of the limitations required for compliance with federal tax laws. The accrued liability estimate for the County Supplemental Plan is approximately \$1.4 million as of January 1, 2025 biannual actuarial valuation date. Plan assets total \$1 million, and the unfunded balance is \$0.3 million which is being amortized on a two-year level dollar method. Participant information, actuarial funding methods, and other assumptions are the same as the Fulton County Employees' Retirement System. This liability does not appear on the actuarial information presented for the County Supplemental Plan.

Complete financial statements for the Plan can be obtained at the following address:

Fulton County
Suite 7001, 141 Pryor Street, N.W.
Atlanta, Georgia 30303

Defined Contribution Plan. The Fulton County Defined Contribution Pension Plan (the "Defined Contribution Plan") was established in June 1999 to provide retirement benefits for new employees, appointees and other County officials, as the defined benefit plan was closed. Empower Retirement, who acquired Mass Mutual, serves as an independent administrator of the Defined Contribution Plan. On December 31, 2024, the Defined Contribution Plan had 6,274 total participants of which 4,414 actively employed participants contributed 6% of their pensionable earnings, approximately \$18,909 during Fiscal Year 2024. The County also contributed \$25,173 which was 8% of their pensionable earnings throughout the year. The County also contributed an additional \$2,005 in matched funds into the Defined Contribution Plan for those Participants

electing to participate in the Deferred Compensation Plan (as defined herein). Participants fully vest the matched contributions over a five-year period.

Deferred Compensation Plan. The County has adopted a deferred compensation plan (the "Deferred Compensation Plan") in accordance with the 2001 revisions of Section 457 of the Internal Revenue Code. The Deferred Compensation Plan, available to all County employees, allows an employee to voluntarily defer a certain percentage of gross compensation, not to exceed \$23.0 for those less than 50 years of age, and an additional \$7.5 for all others above 50 years of age in 2024. The Deferred Compensation Plan assets are held in custodial accounts for the exclusive benefit of the Deferred Compensation Plan participants and their beneficiaries and, therefore, the Deferred Compensation Plan assets and liabilities are not recorded on the County's financial statements. Empower Retirement, who acquired Mass Mutual, serves as an independent administrator of the Deferred Compensation Plan.

Hospital Authority Pension Plan. The Hospital Authority has a single-employer trustee noncontributory defined benefit pension plan, known as The Fulton-DeKalb Hospital Authority Employees Retirement Plan (the "Hospital Authority Plan"). Effective May 19, 2008, the Hospital Authority Plan was frozen. All employees participating in the Hospital Authority Plan prior to May 19, 2008, remain participants and are eligible for pension benefits in accordance with the Hospital Authority Plan's design and rules. Participating employees who completed three years of full-time continuous services as of December 31, 2007, were considered fully vested as of May 19, 2008. Although frozen, the Hospital Authority expects to continue the Plan indefinitely; however, it has the right under the Hospital Authority Plan to terminate the Hospital Authority Plan. In the event of termination of the Hospital Authority Plan, amounts shall be set aside for payment to participants or their beneficiaries in the following orders: (a) an amount for active and retired Participants, vested terminated Participants or their beneficiaries; (b) an amount for each Participant qualified for early retirement under the provisions of the Hospital Authority Plan; and (c) for all remaining Participants. Detailed information about the pension plan's fiduciary net position is available in a separate publicly available financial report which may be obtained by writing to Grady Health System, Administrative Offices, Chief Financial Officer, 80 Jesse Hill Jr. Drive, S.E. Atlanta, Georgia 30303. The Grady Memorial Hospital Corporation ("GMHC"), which is a component unit of the Hospital Authority, sponsors a defined contribution saving plan, which covers substantially all of its employees. Total matching contributions made and accrued under the savings plan totaled approximately \$13.3 million for the year ended December 31, 2023. Beginning January 1, 2009, the deferred retirement savings program changed from the previous 403(b) plan sponsored by the Hospital Authority to a 401(k) Plan sponsored by GMHC. GMHC matches employee contributions dollar for dollar up to 4% of eligible employees' base compensation after completion of one year of eligible service. Employees are immediately fully vested in matching contributions.

Other Post-Employment Benefits. The County, through the Board of Commissioners' action, provides single employer health care and life insurance benefits for retired employees through an independent third-party administrator, in which all of the County's employees may become eligible for these benefits if they reach normal retirement age while working for the County. The County contributes 75-90% of the premium cost for health care coverage, based upon the plan chosen by the participant and what required employee match existed at separation date. The County also contributes 100% of the premium cost for \$10 of life insurance coverage for those

employees retiring after December 1, 1988. The County pays 75% of the life insurance premiums for those persons who retired prior to December 1, 1988. The total cost to provide retiree health care and life insurance benefits, in the Health Insurance Stabilization fund, an internal service fund, is recognized as paid; such costs approximated \$39,688 in 2023, \$44,597 in 2022 and \$50,640 in 2021. The County contributions to this liability is funded by the above Health Insurance Stabilization fund, which in turn is funded by premiums charged to primarily the County's General Fund as well as other funds consisting of payroll costs.

In accordance with GASB Statement No. 74 and 75, *Accounting and Financial Reporting by Employers for Postemployment Benefit Plans Other Than Pension Plans*, as well as GASB, the County's annual other postemployment benefit ("OPEB") cost is calculated based on the actuarially determined employer contribution of the employer ("ADEC") which is required to be actuarially determined biannually.

The Actuarially Determined Employer Contribution and Total OPEB Obligation amounts were determined under the Entry age normal, lever percentage of pay method. As of the December 31, 2022 valuation date, (the latest available) the number of retirees with current health care coverage was 3,229. Approximately 4,219 active employees are covered in this plan.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of future events. Examples include assumptions of future employment, mortality, and health care cost trends. Amounts determined regarding annual required contributions are subject to revision as results are compared with past expectations and new estimates are made about future trends. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the County and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the County and plan member to that point. There are no legal or contractual funding limitations that would potentially affect the projection of benefits for financial accounting purposes. The actuarial methods and assumptions used include techniques designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The County made no contribution to the irrevocable trust fund in 2023, but has \$8.7 million dedicated to pay for future OPEB claims against the Total OPEB Liability of \$1,339,358 as of December 31, 2023.

Summary of Key Valuation Result: Total OPEB Liability (TOL) represents the value of all future benefit payments for current retirees and active employees taking into account assumptions about demographics, turnover, mortality, disability, retirement, health care trends, and other actuarial assumptions.

	<u>12/31/2023</u>	<u>12/31/2022</u>
Net OPEB Liability	\$1,330,643	\$1,282,596
Annual OPEB expense	102,368	197,761
Service cost of beginning of year	145,004	145,004
Total Covered Payroll	283,969	283,969

OPEB Plan Provisions and Eligibility. Eligibility for medical, vision, dental and life insurance benefits depends, in part, upon the retirement plan in which an employee participates. The conditions below are separated based on the retirement plan participation.

Defined Benefit Pension plan participants: Retirees from active service are eligible to receive above benefits provided they satisfy one of the following:

- (1) Qualify for unreduced retirement when leave employment:
 - *After age 65 with 10 years of service.
 - *After age 60 with at least 15 years of service.
 - *After 10 years of service upon which the sum of age and years of service Equal or exceed 79.
- (2) Leave employment due to disability in line of duty for peace officers.
- (3) Leave employment due to disability after 10 years of service.
- (4) Leave employment after 15 years of service.
- (5) Leave employment due to reduction in workforce after age 55 with 10 years of service.

Defined Contribution Pension plan participants who transferred from the above defined benefit plan prior to 2002 are eligible to receive above benefits provided they satisfy one of the following:

- (1) Leave employment after 15 years of service.
- (2) Leave employment due to reduction in workforce after age 55 with 10 years of service.
- (3) Leave employment as a peace officer after age 55 with 25 years of service.

Defined Contribution Pension plan participants who never participated in the above defined benefit plan are eligible to receive above benefits provided they satisfy one of the following:

- (1) Qualify for unreduced retirement when leave employment:
 - *After age 65 with 10 years of service.
 - *After age 60 with at least 15 years of service.
 - *After 10 years of service upon which the sum of age and years of service Equal or exceed 80.
- (2) Leave employment due to disability in line of duty for peace officers.
- (3) Leave employment due to disability after 10 years of service.

Excluded from eligibility for above benefits are:

- (1) Contract employees.
- (2) Seasonal employees.
- (3) Temporary employees.
- (4) Employees working for Family & Children Services.
- (5) Employees working for Adult Probation.
- (6) Employees working for Fulton County Housing Authority

Sensitivity of the Net OPEB Liability to Changes in the discount rate and healthcare cost trend rates. The following presents the net OPEB liability of the County as of December 31, 2022, calculated using the discount rate of 3.72%, and the Fulton County Employees' Retirement System's net OPEB liability would be if it were calculated using a discount rate 1% lower (2.72%) or 1% higher (4.72%) than the current rate. Also shown are the net OPEB liabilities if the rates of healthcare trends rates were 1% lower and 1% higher than the current healthcare trend rates used for the December 31, 2022 study, the latest available.

	Discount Rates		
	1% Decrease (2.72%)	Current (3.72%)	1% Increase (4.72%)
Net OPEB Liability	\$1,493,142	\$1,282,596	\$1,114,860

	Healthcare Trend Rates		
	1% Decrease	Current	1% Increase
Net OPEB Liability	\$1,107,131	\$1,282,596	\$1,504,340

The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rates (as a percentage of pay) and the county contributions will be made equal to the actuarial determined contribution. Based on these assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected benefit payments of current plan members. Therefore, the long-term expected rate of return on the OPEB plan investments was applied to all periods of projected benefit payments to determine the Total OPEB liability.

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OPEB Expense and Deferred Outflows of Resources Related to OPEB. The County last required study for the year ended December 31, 2022 recognized total OPEB expense of \$197,761 for the year ended December 31, 2022, all within the governmental activities. Included in OPEB expense are recognized amounts related to the deferred outflows and inflows of resources for OPEB's. Estimated OPEB expense for the year ended December 31, 2023 is \$102,368. These deferred outflows consist of \$96,316 comprised of the difference between expected and actual experience, and \$62,898 for changes in assumptions or other inputs, offset by deferred inflows comprise of the difference between expected and actual earnings of \$873. The combined deferred outflows and inflows of \$158,341 are being recognized each year as shown below until fully recognized, approximately four years.

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 45,725	\$142,042
Change of assumptions or other inputs	174,015	236,912
Net difference between projected and actual earnings on plan investments	873	-
Total	\$220,613	\$378,954

Year Ended December 31	Deferred Outflows of Resources (a)	Deferred Inflows of Resources (b)	Amount recognized in OPEB Expenses as an Increase or (Decrease) to OPEB Expense (a) - (b)
2024	\$108,886	\$ 94,738	\$ 14,148
2025	109,209	94,739	14,470
2026	844	94,738	(93,894)
2027	445	94,739	(94,294)
2028	445	-	445
Thereafter	784	-	784
Total	\$220,613	\$378,954	(\$158,341)

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Changes in Total and Net OPEB Liability, and Plan Fiduciary Net Position are shown below:

	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
Balances at December 31, 2022	\$1,289,740	\$7,144	\$1,282,596
Changes for the year:			
Service cost	145,004	-	145,004
Interest	39,040	-	39,040
Difference between expected and actual			
Experience	(35,510)	-	(35,510)
Change of Assumptions	(59,228)	-	(59,228)
Contributions - employer	-	-	-
Contributions - employee	-	-	-
Net investment income	-	1,571	(1,571)
Benefit payments	(39,688)	-	(39,688)
Administrative expense	-	-	-
Net changes	\$ 49,618	\$1,571	\$ 48,047
Balances at December 31, 2023	\$1,339,358	\$8,715	\$1,330,643

The Plan Fiduciary Net Position of \$8,715 above is 0.64% of the Total OPEB Liability as of December 31, 2023.

The County's annual OPEB cost and Net OPEB Liability and changes in the Net OPEB Liability for the year ended December 31, 2021 are presented below:

Change in Net OPEB Liability	2023
Service Cost	\$ 145,004
Interest expense	39,040
Amortization of difference between expected and actual experiences and change in assumption	(94,738)
Benefit payments	(39,688)
Investment income - OPEB trust fund	(1,571)
Change in net OPEB liability	48,047
Net OPEB liability - January 1	1,282,596
Net OPEB liability - December 31	\$1,330,643

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Methods and assumptions used in the calculations of actuarially determined contributions for the Total OPEB liability. The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

Valuation Date	January 1, 2023, the latest available.
Actuarial Cost Method	Entry age normal.
Actuarial Value of Assets	Market Value.
Termination Rates before retirement due to disability or withdrawals	Rates used Age 40-60 used 0%.
Inflation	2.50%
Investment rate of return	6.80%.
Discount Rate	3.72%.
Healthcare cost trend rate	7.00% for Anthem medical and Kaiser pre 65 plans, 8% for Anthem prescription and 5% for Medicare Advantage plan in 2022 reduced by .25% annually to 4.5%. 3% for vision. Administrative expense estimated at 3%.
Projected salary increases	3.00%.
Mortality Rates-Active employees	Pri-2012 Employee Blue Collar Amount-weighted Mortality Table with approximate adjustment to reflect recent experience.
Mortality Rates-Healthy Retirees	Pri-2012 Healthy retiree Blue Collar Amount-weighted Mortality Tables times 105% for Males (No adjustment for Females), with approximate adjustment to reflect generational improvements under Scale MP-2016
Mortality Rates-Disabled Participants	Pri-2012 Disabled Retiree Amount-weighted Mortality Table with approximate adjustment to reflect generational improvements under Scale MP-2016
Retirement	Non-Public Safety- 20% at first eligibility plus 20-25 years, 30% plus 20-25 years, then 100%; Public Safety- 50% at first eligibility plus 10 years, 20% plus 10-15 years, 50% 15-20 years, then 100%.
Participation	90% for retiree medical and vision; 100% for life insurance.
Administrative expenses	\$115/year per covered individual, assumed to increase at 3% per year.

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Required Supplementary Information (in thousands) - Schedule of Contributions from the Employer and Other Contributing Entities.

**Schedule of Contributions from the Employer and Other Contributing Entities
Contributions in Relation to
The Actuarially Determined Employer Contribution**

Year Ended December 31	Actuarially Determined Employer Contribution	County Employer Contribution	DFACS Employer Contribution	Total Employer Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2015	48,586	47,203	27	47,230	1,356	27,820	169.77%
2016	50,493	45,953	24	45,977	4,516	23,391	196.56
2017	52,988	57,213	15	57,228	(4,240)	20,374	280.89
2018	59,746	59,199	4	59,203	543	14,845	398.80
2019	64,773	64,777	-	64,777	(4)	12,956	499.99
2020	66,233	68,578	-	68,578	(2,345)	9,865	695.19
2021	62,358	71,686	-	71,686	(9,328)	8,034	892.28
2022	56,325	64,968	-	64,968	(8,643)	7,177	905.26
2023	61,500	65,725	-	65,725	(4,225)	6,315	1040.84
2024	62,340	61,952	-	61,952	388	5,887	1052.36

Required Supplementary Information (in thousands) - Schedule of Employer's Net Pension Liability.

Schedule of Employer's Net Pension Liability

Year Ended December 31	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability	Plan Fiduciary Net Position as a percentage of the Total Pension liability	Covered Payroll	Net pension liability as a percentage of covered payroll
2015	\$1,677,001	1,217,955	459,046	72.63%	27,820	1,650.06%
2016	1,706,579	1,211,837	494,742	71.01	23,391	2,115.10
2017	1,833,170	1,382,953	450,217	75.44	20,374	2,209.76
2018	1,852,863	1,223,532	629,331	66.03	14,845	4,239.35
2019	1,865,254	1,423,026	442,228	76.29	12,956	3,413.31
2020	1,881,914	1,548,336	333,578	82.27	9,865	3,381.43
2021	1,893,046	1,664,070	228,976	87.90	8,034	2,850.09
2022	1,900,620	1,321,228	579,392	69.52	7,177	8,073.17
2023	1,900,928	1,453,658	447,270	76.47	6,315	7,083.09
2024	1,897,479	1,523,324	374,155	80.28	5,887	6,355.65

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Required Supplementary Information (in thousands) - Schedule of Pension Investment Returns.

Schedule of Pension Investment Returns

Year Ended December 31	Annual money-weighted rate of return, net of investment expense
2015	(0.88)%
2016	6.40
2017	20.91
2018	(6.00)
2019	23.36
2020	14.56
2021	12.87
2022	(15.83)
2023	17.28
2024	11.55%

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Required Supplementary Information (in thousands) - Schedule of Changes in Net Pension Liability Last Ten Fiscal Years.

Schedule of Changes in Net Position Liability Last Ten Fiscal Years

(in thousands)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability										
Service cost	\$ 1,185	\$ 1,302	\$ 1,499	\$ 1,895	\$ 2,434	\$ 2,700	\$ 3,768	\$ 2,348	\$ 3,283	\$ 3,678
Interest	122,269	124,111	125,520	126,615	128,358	129,377	129,929	123,205	122,576	122,562
Change of benefit terms	-	-	-	-	-	-	-	-	-	-
Differences between expected and actual experience	10,601	11,312	8,989	15,210	4,636	4,854	6,717	20,982	16,293	6,262
Change of assumptions	16,909	17,118	22,388	17,469	26,158	17,554	17,675	112,435	15,734	15,489
Benefit payments, including refunds	(154,413)	(153,535)	(150,822)	(150,057)	(144,926)	(142,094)	(138,396)	(132,378)	(128,309)	(125,402)
Net change in total pension liability	(3,449)	308	7,574	11,132	16,660	12,391	19,693	126,592	29,577	22,589
Total pension liability - beginning	\$1,900,928	\$1,900,620	\$1,893,046	\$1,881,914	\$1,865,254	\$1,852,863	\$1,833,170	\$1,706,578	\$1,677,001	\$1,654,412
Total pension liability - ending (a)	\$1,897,479	\$1,900,928	\$1,900,620	\$1,893,046	\$1,881,914	\$1,865,254	\$1,852,863	\$1,833,170	\$1,706,578	\$1,677,001
Plan fiduciary net position										
Contributions - employer	\$ 61,952	\$ 65,725	\$ 64,968	\$ 71,686	\$ 68,578	\$ 64,777	\$ 59,203	\$ 57,228	\$ 45,977	\$ 47,230
Contributions - employee	425	427	394	600	778	859	1,110	1,358	1,633	1,868
Net investment income	162,493	220,634	(256,661)	194,154	201,615	276,707	(80,562)	245,564	75,369	(11,187)
Benefit payments, including refunds	(154,413)	(153,535)	(150,822)	(150,057)	(144,926)	(142,094)	(138,396)	(132,378)	(128,309)	(125,402)
Administrative expense	(791)	(821)	(721)	(649)	(735)	(755)	(776)	(656)	(788)	(581)
Net change in plan fiduciary net position	\$ 69,666	\$ 132,430	(\$ 342,842)	\$ 115,734	\$ 125,310	\$ 199,494	(\$ 159,421)	\$ 171,116	(\$ 6,118)	(\$ 88,072)
Plan fiduciary net position - beginning	\$1,453,658	\$1,321,228	\$1,664,070	\$1,548,336	\$1,423,026	\$1,223,532	\$1,382,953	\$1,211,837	\$1,217,955	\$1,306,027
Plan fiduciary net position - ending (b)	\$1,523,324	\$1,453,658	\$1,321,228	\$1,664,070	\$1,548,336	\$1,423,026	\$1,223,532	\$1,382,953	\$1,211,837	\$1,217,955
Net pension liability - ending (a) - (b)	\$ 374,155	\$ 447,270	\$ 579,392	\$ 228,976	\$ 333,578	\$ 442,228	\$ 629,331	\$ 450,217	\$ 494,741	\$ 459,046
Plan fiduciary net position as a percentage of the Total pension liability	80.28%	76.47%	69.52%	87.90%	82.27%	76.29%	66.03%	75.44%	71.01%	72.63%
Covered payroll	\$5,887	\$6,315	\$7,177	\$8,034	\$9,865	\$12,956	\$14,845	\$20,374	\$23,391	\$27,820
Net pension liability as a percentage of covered payroll	63.55.65%	70.83.09%	8073.17%	2850.08%	3381.55%	3413.37%	4239.26%	2209.76%	2115.09%	1650.06%

Note: See accompanying notes to required supplementary information and accompanying independent auditors report. No benefit changes have been made since GASB 67/68 implementation. Assumption changes as of the 1/1/25 Valuation: The Board approved changes to reduce the net investment return from 6.70% to 6.60% as of December 31, 2024.

Change of Assumptions as of 1/1/24 valuation: Board approved changes include a reduction of the net investment return from 6.80% to 6.70% as of December 31, 2023. Other changes included migrating to the Pri-2012 Healthy Retiree Blue Collar Amount-weighted Mortality Table times 105% for Males (No adjustment for Females), projected generationally with Scale MP-2020 from 2012; migrating to the Pri-2012 Employee Blue Collar Amount and Disabled Retiree Amount-weighted Mortality Table - projected generationally with Scale MP-2020 from 2012; inflation rate increased from 2.0% to 2.5%; active withdrawal and active disability rate assumptions were removed, retirement rates were adjusted slightly to better reflect recent experience; adjustments to spousal age difference; salary scale for non-public safety participants was changed to 3.0% for all years, and liability load for unused vacation, 27th pay period and unused vacation time were combined into a single 8.2% load.

Required Supplementary Information (in thousands) - Schedule of Changes in Net OPEB Liability and Related Ratios Last Ten Fiscal Years. The following table presents the Schedule of Changes in Net OPEB Liability and Related Ratios Last Ten Fiscal Years.

Schedule of Changes in Net OPEB Liability and Related Ratios Last Ten Fiscal Years
(in thousands)

	2023	2022	2021	2020	2019	2018
Total OPEB liability						
Service Cost	\$ 145,004	\$ 145,004	\$ 32,073	\$ 32,073	\$ 31,887	\$ 30,661
Interest	39,040	39,040	40,500	40,501	38,229	36,754
Change of benefit terms	-	-	-	-	-	-
Differences between expected and actual experience	(35,510)	(213,063)	-	128,147	-	5,236
Change of assumptions	(59,228)	(355,369)	-	522,046	-	-
Benefit payments	(39,688)	(44,597)	(36,442)	(40,796)	(40,796)	(34,883)
Net change in total pension liability	49,618	(428,985)	36,131	681,971	29,320	37,768
Total OPEB liability - beginning	\$1,289,740	\$1,718,725	\$1,682,594	\$1,000,623	\$ 971,303	\$933,535
Total OPEB liability - ending	\$1,339,358	\$1,289,740	\$1,718,725	\$1,682,594	\$1,000,623	\$971,303
Plan fiduciary net position						
Contributions - employer	-	-	-	-	-	-
Contributions - employee	-	-	-	-	-	-
Net investment income	\$ 1,571	(\$ 1,476)	\$ 1,498	\$ 950	\$ 1,236	(\$ 226)
Benefit payments	-	-	-	-	-	-
Administrative expense	-	-	-	-	-	-
Net change in plan fiduciary net position	\$ 1,571	(\$ 1,476)	\$ 1,498	\$ 950	\$ 1,236	(\$ 226)
Plan fiduciary net position - beginning	\$ 7,144	\$ 8,620	\$ 7,122	\$ 6,172	\$ 4,936	\$ 5,162
Plan fiduciary net position - ending	\$ 8,715	\$ 7,144	\$ 8,620	\$ 7,122	\$ 6,172	\$ 4,936
Net OPEB liability - ending	\$1,330,643	\$1,282,596	\$1,710,105	\$1,675,472	\$ 994,451	\$966,367
Plan fiduciary net position as a percentage of the Total OPEB liability	0.64%	0.55%	0.49%	0.42%	0.62%	0.51%
Covered payroll	\$ 283,969	\$ 283,969	\$ 223,191	\$223,191	\$ 271,171	\$260,742
Net OPEB liability as a percentage of covered payroll	468.59%	451.67%	766.21%	750.69%	366.72%	370.62%

Note: Schedule is intended to show information for 10 years. Additional years will be displayed as information becomes available. See accompanying notes to required supplementary information and accompanying independent auditors report.

Notes to Required Supplementary Information (in thousands) - Schedule of Changes in the Net Pension Liability. The total pension liability contained in this schedule was provided by the Plan's actuary, Segal Consulting. The net pension liability is measured as the total pension liability less the amount of the fiduciary net position of the Plan.

Notes to Required Supplementary Information (in thousands) - Schedule of Contributions from the Employer and Other Contributing Entities. The required contributions and percentage of those contributions actually made are presented in the schedule.

Notes to Required Supplementary Information (in thousands) - Actuarial Methods and Assumptions.

Changes of assumptions-Pension: Effective as of the January 1, 2025 valuation, the Fulton County Employees Retirement System Board approved a lower assumed rate of return from 6.70% to 6.60%. These changes affected the actuarial liability by \$16.9 million as of the date of this valuation.

Methods and assumptions used in the calculations of actuarially determined contributions: The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

Valuation Date	January 1, 2025.
Actuarial cost method	Entry Age Normal.
Amortization method	Level Dollar, closed period.
Remaining amortization period	9 year average remaining.
	Market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the expected return on the actuarial value, and is recognized over a five-year period, further adjusted, if necessary, to be within 20% of the market value.
Asset valuation method	
Inflation rate	2.5%.
Projected salary increases	3.0-6.0%, depending on age, and if Public Safety employee.
	6.60%. The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflects inflation expectations and anticipated risk premiums for each of the portfolio's asset classes, as well as the Fulton
Investment rate of return	

	County Employees' Retirement System's target asset allocation.
Mortality Rates-Pre-retirement	Pri-2012 Employee Blue Collar Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012.
Mortality Rates-Healthy Annuitants	Pri-2012 Healthy Retiree Blue Collar Amount-weighted Mortality Tables times 105% for Males (No adjustment for Females), projected generationally with Scale MP-2020 from 2012.
Mortality Rates-Disabled Annuitants	Pri-2012 Disabled Retiree Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012.

Changes of assumptions-OPEB: Assumption changes for the December 31, 2022 measurement date are summarized below:

- The effective discount rate from the 20-year Bond GO Index for December 31, 2022 was 3.72%. For the December 31, 2020 measurement date, the discount rate used was 4.00%.
- Healthcare cost and trend assumptions were updated to reflect most recent experience and projections.
- The actuarial factors used to estimate individual and spouse costs by age and by gender were updated based on a review of historical claims experience by age, gender and status.
- The following assumption changes were taken from the latest pension valuation. These assumptions were based on an actuarial experience study for the period December 31, 2017 to December 31, 2021 approved by the Pension Board in 2022.
- Healthy Retiree and Dependent Spouse Mortality updated to Pri-2012 Health Retiree Blue Collar Headcount-weighted Mortality Table times 105% for Males (No adjustment for Females).
- Disables Life Mortality updated to Pri-2012 Disabled retiree Blue Collar headcount-weighted Mortality table
- Pre-Retirement Mortality updated to Pri-2012 Employee Blue Collar headcount-weighted Mortality table.
- Mortality was projected generationally with Scale MP-2020 from 2012.
- Inflation was updated to 2.5%.
- Removed withdrawal rates, disability rates and slight adjustments to current experience.

PROPERTY TAXES

Property Tax Digest

The County is primarily dependent on property tax, in addition to sales tax collections, for over three fourths of its total revenues, followed by license and fee revenues and grants. See "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES" herein.

The County endeavors to reappraise a portion of the real property located in the County annually so that all real property is reappraised every three years. A taxpayer may appeal the reappraised value of his property. Georgia law requires the Fulton County Tax Commissioner (the "Tax Commissioner") to issue temporary tax bills to taxpayers in appeal equal to the higher of the taxpayer's return of value or 85% of the current year's valuation as set by the Fulton County Board of Assessors (the "Board of Assessors"). A taxpayer with property in appeal may elect to be billed 100% of the valuation pending the appeal hearing. In addition, taxes in appeal are not considered delinquent if the taxpayer pays the County the amount of taxes which would be due based on the assessed valuation for the prior year or based on the portion of the undisputed assessed valuation.

The assessment of real property in the County, overseen by the Board of Assessors, continues to generate significant appeals although the number of appeals is either resolved at the Board of Assessor level, or if not, is forwarded to a Board of Equalization for final determination. In Fiscal Year 2024, there was no significant detrimental effect to General Fund revenues as a result of tax appeals.

All taxes levied on real and personal property in the County, together with interest thereon and penalties for late payment, constitute a lien on and against the subject property arising after January 1 in the year in which taxed. Georgia law provides that taxes have priority over any other debt, lien, or claim of any kind. Exceptions to this rule can be found but they are limited in scope.

Collection of delinquent real property taxes is enforceable by tax sale of such realty. Delinquent personal property taxes are similarly enforceable by seizure and sale of such property. There can be no assurance, however, that the value of the property sold, in the event of a tax sale, will be sufficient to produce the amount required to pay in full the delinquent taxes, including any interest or penalty thereon.

When the last day for the payment of taxes arrives, the tax collector notifies the taxpayer in writing that taxes have not been paid and that unless paid, an execution will be issued. At any time after 30 days from giving the notice previously described, upon the request of the County, the Tax Commissioner, as ex-officio sheriff, issues an execution for nonpayment of the taxes. No notice is required for delinquent taxes on personal property, and executions may be issued on the first day following the last day for payment of taxes. All delinquent accounts are placed on the general execution docket in the Superior Court of Fulton County. The Tax Commissioner then publishes a notice of the sale in a local newspaper weekly for four weeks and gives the taxpayer 10 days' written notice by registered or certified mail. A public sale of the property is then made by the Tax Commissioner at the Fulton County Courthouse on the first Tuesday of the month after the required notices are given.

For additional information relating to the County's collection of property taxes, see "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA - PROPERTY AND OTHER TAXES" attached hereto.

Historical Assessed Value of Taxable Property

The following table presents the County's Historical Assessed Value of Taxable Property for Fiscal Years 2015 through 2024.

Fulton County, Georgia
Historical Assessed Value of Taxable Property⁽¹⁾
Last Ten Fiscal Years
(in thousands)

Fiscal Year	Real Property	Personal and Business Property	Public Utilities	Total Assessed Value	Total Direct Tax Rate	Assessed Value as a Percentage of Actual Value	Estimated Actual Value
2015	\$ 49,532,798	\$1,137,292	\$ 7,190,827	\$ 57,860,917	10.75	40%	\$144,652,293
2016	50,666,238	1,129,634	7,406,453	59,202,325	10.70	40	148,005,813
2017	52,989,392	1,099,925	7,258,374	61,347,691	10.63	40	153,369,228
2018	62,198,013	1,083,247	7,330,223	70,611,483	10.43	40	176,528,708
2019	69,018,610	1,259,277	7,879,300	78,157,187	10.12	40	195,392,968
2020	72,024,564	1,288,949	7,953,764	81,267,277	10.00	40	203,138,193
2021	77,657,763	1,366,452	8,181,903	87,206,118	9.54	40	218,015,296
2022	85,427,255	1,316,103	8,789,869	95,533,227	9.07	40	238,833,068
2023	98,135,505	1,514,831	9,994,525	109,644,861	9.05	40	274,112,154
2024	104,610,880	1,692,338	10,195,552	116,498,770	9.04	40	291,246,926

⁽¹⁾ The above assessed values may be reduced somewhat due to the following exemptions: (a) A special full value homestead exemption is allowed on owner-occupied residences of persons who are age 70 or over who meet certain income requirements. This exemption applies only to Fulton County taxes. School taxes are exempt. (b) A regular homestead exemption is allowed on all owner-occupied homes, except for purposes of school and bond tax levies. (c) An exemption is allowed on qualifying real property devoted to agricultural or historic purposes. (d) A 100% Freeport exemption exists on applicable business inventories. (e) Assessed values are established by the Fulton County Board of Assessors on January 1 of each year. (f) An exemption is allowed for property used in or which is a part of any facility for the primary purpose of eliminating or reducing air or water pollution if the facilities have been certified by the Georgia Department of Natural Resources.

Source: Fulton County Tax Commissioner and Georgia Department of Revenue.

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Property Tax Rates

The following table presents the County's Property Tax Rates for Fiscal Years 2015 through 2024.

**Fulton County, Georgia
Property Tax Rates⁽¹⁾
Last Ten Fiscal Years
(Rate per \$1,000 Assessed Value)**

Fiscal Year	County Bonds and Operating	Fulton Industrial Tax District	South Fulton Special Tax District	County Schools	State	Total
2015	10.75	-	11.58	18.50	0.05	40.83
2016	10.70	-	11.58	18.48	-	40.76
2017	10.63	12.16	4.43	18.55	-	45.77
2018	10.43	12.15	-	17.80	-	40.38
2019	10.12	11.92	-	17.80	-	39.84
2020	10.00	11.88	-	17.80	-	39.67
2021	9.54	9.55	-	17.59	-	36.68
2022	9.07	9.55	-	17.24	-	35.86
2023	9.05	9.34	-	17.14	-	35.53
2024	9.04	9.41	-	17.08	-	35.53

⁽¹⁾ Does not include tax millage rates for municipalities, the Atlanta Independent School District or community improvement districts located wholly or partially within the County. For 2024, such tax millage rates (exclusive of community improvement districts) were as follows: (1) Alpharetta - 5.75, (2) Atlanta - 11.40, (3) Atlanta Independent School District - 20.50, (4) Atlanta Special Services District - 2.00, (5) Chattahoochee Hills - 8.20, (6) College Park - 11.608, (7) Downtown Development District - 5.00, (8) East Point - 13.00, (9) Fairburn - 9.56, (10) Hapeville - 17.509, (11) Johns Creek - 3.896, (12) Milton - 4.745, (13) Mountain Park - 6.037, (14) Palmetto - 7.942, (15) Roswell - 4.949, (16) Sandy Springs - 4.731, (17) Union City - 12.114, and (18) City of South Fulton - 12.399. Millage rates have, in certain cases, been rounded to the nearest 100th of a percent.

Source: Fulton County Tax Commissioner.

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Property Tax Collection Schedule

County taxes are typically due by October 15th of each year; provided, however, in certain years the due date has been delayed as described in the below table. Currently, the County anticipates that the due date for Fiscal Year 2025 will be October 31st. No delays are anticipated at this time, which would impact the County's ability to pay the Notes at maturity, but circumstances can change throughout the process.

The following table presents the County's General Fund Property Tax Levy and Collections for Fiscal Years 2015 through 2024.

Fulton County, Georgia General Fund Property Tax Levy and Collections⁽¹⁾ Last Ten Fiscal Years (in thousands)

Fiscal Year	Total Tax Levy	Current Tax Collected	Percent of Levy Collected	Delinquent Tax Collected	Total Tax Collected	Total Collections as Percent of Current Levy	Outstanding Delinquent Taxes	Outstanding Delinquent Taxes as Percent of Current Levy
2015	\$449,477	\$437,411	97.3%	\$ 17,517	\$454,928	101.2%	\$13,204	2.9%
2016 ⁽²⁾	463,919	440,273	94.9	8,744	449,017	96.8	11,555	2.5
2017 ⁽³⁾	479,316	320,442	66.9	22,785	343,227	71.6	10,385	2.2
2018 ⁽⁴⁾	528,319	504,080	95.4	159,945	664,025	125.7	10,176	1.9
2019	554,955	539,521	97.2	44,858	584,379	105.3	8,656	1.6
2020 ⁽²⁾	584,474	557,811	95.4	21,415	579,226	99.1	7,695	1.3
2021 ⁽²⁾	585,983	558,159	95.3	28,474	586,633	100.1	7,835	1.3
2022 ⁽²⁾	609,481	578,040	94.8	30,336	608,376	99.8	8,862	1.5
2023 ⁽²⁾	642,489	611,593	95.2	35,007	646,600	100.6	7,503	1.2
2024 ⁽²⁾	704,708	673,493	95.6	34,965	708,458	100.5	7,889	1.1

⁽¹⁾ Amounts represented for Real Estate & Personal Property Taxes.

⁽²⁾ In Fiscal Years 2016 and 2020 through 2024, the due date was November 15th, as opposed to normal due date of October 15th.

⁽³⁾ In Fiscal Year 2017, the due date was January 15th of the subsequent year, as opposed to a normal due date of October 15th.

⁽⁴⁾ In Fiscal Year 2018, the due date was October 31st, as opposed to a normal due date of October 15th.

Source: Fulton County Tax Commissioner.

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Major Taxpayers

The following table presents the County's ten principal taxpayers for Fiscal Year 2024.

Fulton County, Georgia Ten Principal Taxpayers⁽¹⁾⁽²⁾

	Assessment	Percentage of Total Assessed Value	Taxes
Ten principal taxpayers of 2024:			
Development Authority of Fulton County	\$ 3,178,025,181	2.73%	\$28,189,083
Georgia Power	816,410,187	0.70	7,241,558
Atlanta Development Authority	556,694,285	0.48	4,937,878
Google Inc.	309,631,328	0.27	2,746,430
Norfolk Southern Railway Company	283,387,389	0.24	2,513,646
AT&T	246,718,200	0.21	2,188,390
Coca Cola Company	236,127,038	0.20	2,094,447
Post Apartment Homes	197,618,060	0.17	1,752,872
Delta Airlines	169,960,640	0.15	1,507,551
Twitter Inc.	145,645,521	0.13	1,291,876
Total ten major taxpayers	\$ 6,140,217,829	5.27%	\$54,463,731
Total County gross assessed value	\$116,498,770,364		

⁽¹⁾ Taxes and assessments based on values at time of presentment.

⁽²⁾ Totals may not add due to rounding.

Source: Fulton County Tax Commissioner.

CERTAIN FACTORS AFFECTING THE COUNTY AND OTHER CONSIDERATIONS

[TO BE UPDATED OR DELETED]

LITIGATION [AND OTHER MATTERS]

[TO BE UPDATED]

General

The County, like other similar bodies, is subject to a variety of suits and proceedings arising in the ordinary conduct of its affairs. The County, after reviewing the current status of all pending and threatened litigation with the County Attorney, Y. Soo Jo, Esq., believes that, while the outcome of litigation cannot be predicted, the final settlement of all lawsuits which have been filed and of any actions or claims pending or, to the knowledge of the County, threatened against the County or its officials in such capacity are adequately covered by insurance or sovereign immunity or will not have a material adverse effect upon the financial position or results of operations of the County.

There is no litigation now pending or, to the knowledge of the County, threatened against the County which restrains or enjoins the issuance or delivery of the Notes, the execution, delivery or performance of all agreements and certificates relating to the Notes, or the use of the proceeds of the Notes or which questions or contests the validity of the Notes, the Note Resolution, all agreements and certificates relating to the Notes, or the proceedings and authority under which they are to be issued, executed and delivered. Neither the creation, organization, nor existence of the County, nor the title of the present members or other officials of the County to their respective offices, is being currently contested or questioned to the knowledge of the County.

TAX MATTERS

Opinion of Note Counsel – Federal Income Tax Status of Interest

Note Counsel's opinion regarding the federal income tax status of the interest on the Notes will state that, under current law and assuming continuing compliance with the Covenants (as defined herein), interest on the Notes (a) is excludable from the gross income of the owners thereof for purposes of federal income taxation under Section 103 of the Code and (b) is not a specific item of tax preference for purposes of the federal alternative minimum tax on individuals. In addition, such interest is included in the "adjusted financial statement income" (as defined in Section 56A of the Code) of certain corporations in determining the applicability and amount of the federal corporate alternative minimum tax imposed under Section 55(b) of the Code. See "FORM OF NOTE COUNSEL OPINION" in APPENDIX D hereto.

Note Counsel's opinion speaks as of its date, is based on current legal authority and precedent, covers certain matters not directly addressed by such authority and precedent, and represents Note Counsel's judgment as to the excludability of interest on the Notes for federal income tax purposes. Note Counsel's opinion does not contain or provide any opinion or assurance regarding the future activities of the County or about the effect of future changes in the Code, the applicable regulations, or the interpretation or the enforcement thereof by the Internal Revenue Service (the "IRS") and the courts.

Although Note Counsel is of the opinion that interest on the Notes is excludable from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Notes may otherwise affect the federal tax liability of an owner of the Notes. The nature and extent of these other federal tax consequences depend on the owner's particular tax status and levels of other income or deductions. Note Counsel will express no opinion regarding any such other tax consequences and prospective purchasers of the Notes should consult their own tax advisors with respect thereto.

Reliance and Assumptions; Effect of Certain Changes

In delivering its opinion regarding the federal income tax treatment of interest on the Notes, Note Counsel is relying upon certifications of representatives of the County, the purchasers of such Notes, and other persons as to facts material to the opinion, which Note Counsel has not independently verified.

In addition, Note Counsel is assuming continuing compliance with the Covenants by the County. The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied after the issuance of the Notes in order for interest on the Notes to be and remain excludable from gross income for purposes of federal income taxation. These requirements include, by way of example and not limitation, restrictions on the use, expenditure, and investment of the proceeds of the Notes and the use of the property financed or refinanced by the Notes, limitations on the source of the payment of and the security for the Notes, and the obligation to rebate certain excess earnings on the gross proceeds of the Notes to the United States Treasury. The tax compliance certificate for the Notes to be entered into by the County (the "Tax Certificate") contains covenants (the "Covenants") with which the County has agreed to comply. Failure by the County to comply with the Covenants could cause interest on the Notes to become includable in gross income for federal income tax purposes retroactively to their date of issue. If such a failure were to occur, the available enforcement remedies may be limited by applicable provisions of law and, therefore, may not be adequate to prevent interest on the Notes from becoming includable in gross income for federal income tax purposes.

Note Counsel has no responsibility to monitor compliance with the Covenants after the date of issue of the Notes.

Certain requirements and procedures contained, incorporated, or referred to in the Tax Certificate, including the Covenants, may be changed and certain actions may be taken or omitted subject to the terms and conditions set forth in the Tax Certificate. Note Counsel expresses no opinion concerning any effect on the excludability of interest on the Notes from gross income for federal income tax purposes of any such subsequent change or action that may be made, taken, or omitted upon the advice or approval of counsel other than Note Counsel.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral federal income tax matters with respect to the Notes. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner thereof. Prospective purchasers of the Notes, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning or disposing of the Notes.

Prospective purchasers of the Notes should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers including, without limitation, banks and other financial institutions, certain insurance companies, dealers in tax-exempt obligations, certain corporations (including S corporations and foreign corporations), certain foreign corporations subject to the "branch profits tax," individual recipients of Social Security or Railroad Retirement benefits, owners of an interest in a financial securitization trust, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers attempting to qualify for the earned income tax credit.

Original Issue Discount

Notes purchased in the initial public offering with yields higher than their applicable interest rates, as shown on the inside cover page hereof, have been sold with "original issue discount." Each such Note is referred to below as an "OID Note." The excess of (a) the stated amount payable at the maturity (excluding qualified stated interest) of any OID Note over (b) the issue price of the OID Note as determined under Section 1273 of the Code (which may differ from the price shown on the inside front cover page of this Official Statement) constitutes the amount of original issue discount, which is treated in the same manner as interest on the Notes for federal income tax purposes.

The Code provides that the amount of original issue discount accrues in accordance with a constant interest method based on the compounding of interest. In the case of an original owner of an OID Note, the amount of original issue discount that is treated as having accrued on such OID Note is added to the owner's adjusted basis in determining, for federal income tax purposes, gain or loss upon the disposition of the OID Note (including its sale, redemption, or payment at maturity). The amounts received upon such disposition that are attributable to accrued original issue discount will be excludable from the gross income of the owner for federal income tax purposes.

The accrual of original issue discount and its effect on the redemption, sale or other disposition of OID Notes that are not purchased in the initial public offering may be determined according to rules that differ from those described above.

In addition, original issue discount that accrues in each year to an owner of an OID Note is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed in this section. Consequently, the owner of an OID Notes should be aware that the accrual of original issue discount in each year may result in additional distribution requirements or other collateral federal income tax consequences although such owner has not received cash attributable to such original issue discount in such year.

Prospective purchasers of OID Notes should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the original issue discount accrued upon sale or redemption of such OID Notes (including OID Notes not purchased in the initial public offering) and with respect to the state and local tax consequences of owning OID Notes.

Original Issue Premium

Notes purchased in the initial public offering with yields lower than their applicable interest rates, as shown on the inside cover page hereof, have been sold with "note premium." Each such Note is referred to below as an "OIP Note." The excess of (a) the owner's basis in the OIP Note immediately after acquisition over (b) the amount payable at maturity (excluding qualified stated interest) as determined under Section 171 of the Code constitutes the amount of the note premium. Under the Code, the note premium is amortized based on the owner's yield over the remaining term of the OIP Note (or, in the case of certain callable OIP Notes, to an earlier call date that results in a lowest yield on the OIP Note). The owner of an OIP Note must amortize the note premium

by offsetting the qualified stated interest allocable to each interest accrual period against the note premium allocable to that period. No deduction is allowed for such amortization of note premium even though the owner is required to decrease the adjusted basis in the owner's OIP Note by the amount of the amortizable note premium, which will result in an increase in the gain (or decrease in the loss) recognized for federal income tax purposes upon a sale or disposition of the OIP Note prior to its maturity.

Prospective purchasers of any OIP Notes should consult their own tax advisors regarding the treatment of note premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, sale, exchange, or other disposition of, and amortization of note premium on, such OIP Notes.

Information Reporting and Backup Withholding

Prospective purchasers should be aware that the interest on the Notes is subject to information reporting to the IRS in a manner similar to interest paid on taxable obligations. In addition, interest on the Notes may be subject to backup withholding if the interest is paid to an owner who or which (a) is not an "exempt recipient" and (b) (i) fails to furnish an accurate U.S. taxpayer identification number in the manner required, (ii) has been notified of a failure to report all interest and dividends required to be shown on federal income tax returns or (iii) fails to certify under penalty of perjury that the owner is not subject to withholding. Individuals generally are not exempt recipients, although corporations and other entities generally are.

The reporting and backup withholding requirements do not in and of themselves affect the excludability of interest on the Notes from gross income for federal income tax purposes, and amounts withheld under the backup withholding rules may be refunded or credited against the owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS.

Internal Revenue Service Audits

The IRS has established a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the Notes, the IRS will, under its current procedures, treat the County as the taxpayer. As such, the beneficial owners of the Notes will have only limited rights, if any, to participate in the audit or any administrative or judicial review or appeal thereof. Any action of the IRS, including but not limited to the selection of the Notes for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the marketability or market value of the Notes.

Opinion of Note Counsel - Georgia Income Tax Consequences

Note Counsel's opinion will also state that, under current law, interest on the Notes is exempt from income taxation by the State of Georgia. Note Counsel will express no opinion regarding (a) other tax consequences arising with respect to the Notes under the laws of the State of Georgia or (b) any consequences arising with respect to the Notes under the tax laws of any state or local jurisdiction other than the State of Georgia. Prospective purchasers of the Notes

should consult their own tax advisors regarding the tax status of interest on the Notes in a particular state or local jurisdiction other than the State of Georgia.

Changes in Federal and State Tax Law and Regulations

Legislation affecting tax-exempt obligations is regularly considered by the U.S. Congress and various state legislatures. Such legislation may effect changes in federal or state income tax rates and the application of federal or state income tax laws (including the substitution of another type of tax), or may repeal or reduce the benefit of the excludability of interest on the tax-exempt obligations from gross income for federal or state income tax purposes.

The U.S. Department of the Treasury and the IRS and state regulatory authorities are continuously drafting regulations to interpret and apply the provisions of the Code and state law and court proceedings may be filed the outcome of which could modify the federal or state tax treatment of tax-exempt obligations.

There can be no assurance that legislation proposed or enacted after the date of issue of the Notes, regulatory interpretation of the Code or state laws or actions by a court involving either the Notes or other tax-exempt obligations will not have an adverse effect on the Notes' federal or state tax status, marketability, or market price or on the economic value of the tax-exempt status of the interest on the Notes.

Prospective purchasers of the Notes should consult their own tax advisors regarding the potential consequences of any such proposed or pending federal or state tax legislation, regulations or litigation, as to which Note Counsel expresses no opinion.

CONTINUING DISCLOSURE

The Notes will have a stated maturity of 18 months or less. As such, the provisions of paragraph (b)(5) of Rule 15c2-12 of the U.S. Securities and Exchange Commission (the "SEC") promulgated pursuant to the Securities Exchange Act of 1934, as in effect on the date hereof (the "Rule"), other than paragraph (b)(5)(i)(C) of the Rule, shall not apply to the Notes pursuant to paragraph (d)(3) of the Rule.

In order to assist the Purchaser in complying with paragraph (b)(5)(i)(C) of the Rule, simultaneously with the issuance of the Notes, the County will enter into a continuing disclosure undertaking for the benefit of the holders of the Notes (the "Disclosure Certificate"), substantially in the form attached hereto as "APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE." The County, as an "obligated person" under the Rule, will undertake in the Disclosure Certificate to provide notice of the occurrence of certain enumerated events (each a "Listed Event Notice"). Each Listed Event Notice, if applicable will be filed by the County, or on behalf of the County, on the Electronic Municipal Market Access system, administered by the Municipal Securities Rulemaking Board. The specific nature and timing of the filing of each Listed Event Notice and other details of the County's undertakings are more fully described in "APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto.

The following disclosure is being provided by the County for the sole purpose of assisting the Purchaser in complying with the Rule: The County previously entered into continuing disclosure undertakings (the "Prior Undertakings") as an "obligated person" under the Rule. For the previous five-year period beginning on April 29, 2020 and ending on April 29, 2025 (the "Compliance Period"), the County may have inadvertently failed to: (a) file or timely file certain annual financial information and/or operating data; (b) provide certain required annual financial information and/or operating data in its annual filings; and/or (c) file or timely file certain notices. However, the County does not have any actual knowledge of any specific instances in which it has failed to comply, in all material respects, with the Prior Undertakings during the Compliance Period.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, issuance, validity, sale, and delivery of the Notes are subject to the approving opinion of McGuireWoods LLP, Atlanta, Georgia, as Note Counsel. The proposed form of the opinion of Note Counsel, which will be concurrently delivered with the issuance of the Notes is attached hereto as APPENDIX D. The actual legal opinion of Note Counsel to be delivered may vary from the text of APPENDIX D, if necessary, to reflect facts and law on the date of delivery of the Notes. The legal opinion of Note Counsel will speak only as of its date and subsequent distribution thereof by recirculation of this Official Statement or otherwise will not create any implication that Note Counsel has reviewed or expresses any opinions concerning any of the matters referenced in the opinion subsequent to its date.

Certain legal matters in connection with the Notes will be passed upon for the County by the County Attorney, Y. Soo Jo, Esq. Certain legal matters will be passed upon by Greenberg Traurig, LLP, Atlanta, Georgia, as Disclosure Counsel.

FINANCIAL STATEMENTS

The financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements (collectively, the "Audited Financial Statements") were audited by PJC Group, LLC, as independent auditor (the "Auditor"). The Audited Financial Statements and the related Independent Auditor's Report dated June 28, 2024 (the "Auditor's Report") are attached hereto as "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2023." The Auditor has not been engaged to perform, and has not performed, since the date of the Auditor's Report, any procedures on the Audited Financial Statements addressed in the Auditor's Report. In addition, the has not been engaged to perform, and has not performed any procedures relating to this Official Statement.

FINANCIAL ADVISOR

Raymond James & Associates, Inc., Atlanta, Georgia, has served as financial advisor (the "Financial Advisor") to the County in connection with the sale of the Notes. The Financial Advisor's fee for services rendered in connection with the sale of the Notes is contingent on the issuance and delivery of the Notes. The Financial Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement, including the inside front cover page and the appendices attached hereto.

RATINGS

Fitch Ratings, Inc. ("Fitch") and S&P Global Ratings ("S&P," and together with Fitch, the "Rating Agencies") have assigned ratings of "F1+" and "SP-1+," respectively, to the Notes.

The ratings, including any related outlook with respect to potential changes in such ratings, reflect only the respective views of the Rating Agencies, and an explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the ratings. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own. There is no assurance that such ratings will remain unchanged for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agency furnishing the same, if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies or either of them, may have an adverse effect on the liquidity and/or market price of the affected Notes. The County has not undertaken any responsibility to oppose any such revision, suspension, or withdrawal.

COMPETITIVE SALE OF THE NOTES

The Notes are being purchased by _____ (the "Purchaser"), as the successful bidder pursuant to a competitive sale of the Notes. The Purchaser has agreed to purchase the Notes, at a price equal to \$_____ (representing the principal amount of the Notes of \$_____, plus/minus net original issue discount/bond premium of \$_____, and less an underwriting discount of \$_____).

The Purchaser's obligation to purchase the Notes is subject to certain conditions precedent set forth in the Official Notice of Sale, dated April 29, 2025, relating to the Notes and the Purchaser's bid form, but the Purchaser will be obligated to purchase all of the Notes, if it purchases any of the Notes. The Notes were initially offered to the public at the prices set forth on the inside front cover page of this Official Statement.

The prices and other terms with respect to the offering and sale of the Notes may be changed from time to time by the Purchaser after such Notes are released for sale, and the Notes may be offered and sold at prices other than the initial offering prices, including sales to dealers whom may sell the Notes into investment accounts.

FORWARD-LOOKING STATEMENTS

Any statements made in this Official Statement, including the inside front cover page and the appendices attached hereto, involving estimates, projections, forecasts, or matters of opinion, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates, projections, forecasts, or matters of opinion will be realized.

Use of the words "shall" or "will" in this Official Statement or in summaries of documents to describe future events or continuing obligations is not intended as a representation that such event or obligation will occur but only that the document contemplates or requires such event to occur or obligation to be fulfilled.

The statements contained in this Official Statement, including the inside front cover page and the appendices attached hereto, that are not purely historical, are "forward-looking statements." Such statements generally are identifiable by the terminology used, such as "may," "will," "should," "expect," "project," "forecast," "intend," "plan," "anticipate," "believe," "estimate," "predict," "potential," "budget" or other similar words. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included or incorporated by reference in this Official Statement are based on information available on the date hereof and the County assumes no obligation to update any such forward-looking statements. It is important to note that the actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including, but not limited to, risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in regional, domestic, and international social, economic, political, business, industry, market, legal, legislative, judicial, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials, the outbreak of any disease or public health threat, other future global health concerns, and other events or circumstances beyond the control of the County. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the County. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement, including the inside front cover page and the appendices attached hereto, will prove to be accurate.

MISCELLANEOUS

The references, excerpts, and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Notes, the security for and the source for repayment for the Notes and the rights and obligations of the holders of the

Notes. Copies of such documents may be obtained as specified under "INTRODUCTION - Other Information" herein.

The appendices attached hereto, are integral parts of this Official Statement and should be read together with all other parts of this Official Statement.

Any statements made in this Official Statement involving matters of opinion or of estimates, forecasts, or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates, forecasts, projections, or matters of opinion will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the holders of the Notes.

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AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement, and its distribution and use by the Purchaser in connection with the initial public offering, sale, and distribution of the Notes by the Purchaser, have been authorized and approved by the County.

FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts,
Chairman

FULTON COUNTY, GEORGIA

By: _____
Sharon L. Whitmore,
CPA, CPFO, Chief Financial Officer

APPENDIX A
MONTHLY CASH FLOW SUMMARIES

APPENDIX B

**AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY
FOR FISCAL YEAR ENDED DECEMBER 31, 2023**

APPENDIX C

**CERTAIN STATISTICAL AND FINANCIAL INFORMATION
RELATING TO FULTON COUNTY, GEORGIA**

APPENDIX D
FORM OF NOTE COUNSEL OPINION

APPENDIX E
FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

Unless otherwise defined herein, capitalized terms used in this Appendix F and not otherwise defined herein shall have the meanings assigned thereto in the Official Statement.

The information in this Appendix F concerning DTC and DTC's book-entry system has been obtained from DTC and neither the County nor the Purchaser make any representation or warranty or take any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Note certificate will be issued for the Notes in the aggregate principal amount set forth on the inside front cover of this Official Statement and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes

are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners; DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Notes, such as redemptions, tenders, defaults, and proposed amendments to the Note Resolution. For example, Beneficial Owners may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to U.S. Bank Trust Company, National Association, as the deputy note registrar designated by the County, and request that copies of the notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the County on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments of principal, premium, if any, and interest on the Notes, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County,

disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as securities depository with respect to the Notes at any time by giving reasonable notice to the County. Under such circumstances, in the event that a successor securities depository is not obtained, Note certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Note certificates will be delivered and registered in the name of the Beneficial Owner.

\$275,000,000*
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2025

OFFICIAL NOTICE OF SALE

The Fulton County, Georgia General Fund Tax Anticipation Notes, Series 2025 (the "Notes") are being offered for sale in accordance with this Official Notice of Sale. Bids for the purchase of the Notes will be received on behalf of Fulton County, Georgia (the "County"), electronically via the BiDCOMP/Parity electronic bid submission system on May 7, 2025, until 10:00 a.m. local time in the City of Atlanta, Georgia, or on such other date or time as may be determined by the County, with notice provided through Parity®.

* Preliminary; subject to change.

April 29, 2025

OFFICIAL NOTICE OF SALE

\$275,000,000*

**FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2025**

Notice is given that all-or-none bids will be received by Fulton County, Georgia (the "County"), for the purchase of its \$275,000,000* Fulton County, Georgia General Fund Tax Anticipation Notes, Series 2025 (the "Notes"). All bids must be submitted electronically via the BiDCOMP/Parity electronic bid submission system ("Parity®") on May 7, 2025, until 10:00 a.m. local time in the City of Atlanta, Georgia (the "City"), or on such other date or time as may be determined by the County, with notice provided through Parity®. To bid on the Notes, a bidder must be a contracted customer of Parity®. Prospective bidders that do not have a contract with Parity® should call (212) 849-5021 to become a customer and to obtain a list of the bidding rules and procedures. For further information about Parity®, potential bidders may contact IHS Markit ("IHS") at 55 Water Street, 39th Floor, New York, NY 10038 or (212) 849-5021. The use of Parity® shall be at the bidder's risk and expense and the County shall have no liability with respect thereto. Only bids submitted through Parity® will be considered. To the extent any instructions or directions set forth on Parity® conflict with this Official Notice of Sale (this "Notice of Sale"), the terms of this Notice of Sale shall control. All capitalized terms used in this Notice of Sale and not otherwise defined herein will have the same meanings ascribed to such terms in the hereinafter defined Preliminary Official Statement.

THE BIDDING PROCESS, CURRENTLY SCHEDULED TO END MAY 7, 2025, AT 10:00 A.M. LOCAL TIME IN THE CITY, MAY BE CANCELLED OR POSTPONED OR ANY OTHER PROVISION OF THIS NOTICE OF SALE MAY BE AMENDED BY THE COUNTY UPON NOTICE COMMUNICATED THROUGH THOMSON MUNICIPAL MARKET MONITOR. IF SUCH A POSTPONEMENT, CHANGE OR AMENDMENT OCCURS, BIDS WILL BE RECEIVED IN ACCORDANCE WITH THIS NOTICE OF SALE, AS MODIFIED BY SUCH NOTICE.

DETAILS REGARDING THE NOTES

The Notes will be dated the date of their delivery. The County currently expects to issue the Notes on or about May 15, 2025 (the "Closing Date").

Description of the Notes. The Notes will initially be issued in fully registered form in denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchases of beneficial ownership interests in the Notes will be made in book-entry form only and purchasers will not receive physical delivery of certificates representing the beneficial ownership

* Preliminary; subject to change.

interests in the Notes so purchased. Payments of principal of and interest on the Notes will be made to Cede & Co., as nominee for DTC as registered owner of the Notes to be subsequently disbursed to the Beneficial Owners.

Interest on the Notes (a) will accrue from the initial issue date to, but not including, the maturity date, (b) will be computed on the basis of a 360-day year of twelve 30-day months, and (c) will be payable on the Maturity Date (as defined herein).

Maturity. The Notes will mature on December 30, 2025 (the "Maturity Date").

Adjustment to Principal Amount. After selecting the winning bid, the County reserves the right to adjust the principal amount of the Notes. In determining the final principal amount of the Notes, the County will not increase or reduce the aggregate principal amount of the Notes by more than three percent of such amount (all calculations to be rounded to the nearest \$5,000). See "TERMS OF BID AND BASIS OF AWARD" herein.

REDEMPTION PROVISIONS

The Notes are not subject to redemption prior to maturity.

AUTHORIZATION

The Notes are being issued pursuant to: (a) Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983; (b) Section 36-80-2 of the Official Code of Georgia Annotated, as amended and supplemented; and (c) resolutions adopted by the Board of Commissioners of the County on March 5, 2025 and expected to be adopted on May 7, 2025 (together, the "Note Resolution").

PURPOSE

The proceeds of the Notes will be for the purpose of: (a) paying certain current expenses of the County for calendar year 2025 in anticipation of the receipt of revenues from taxes levied or to be levied for the General Fund of the County; and (b) paying the costs of issuance related to the Notes.

SECURITY FOR THE NOTES

The Notes are payable from revenues from taxes levied or to be levied for calendar year 2025 for the General Fund and other funds available to the County for such purpose.

For the purpose of providing funds for the payment of the principal of and interest on the Notes, the County is required to assess and levy and there shall be collected a direct tax upon all real and personal property now or hereafter subject to taxation within the corporate limits of the County, the net proceeds of which will be in a sufficient amount to produce such sums as are required to pay the principal and interest thereon. Such sums are irrevocably pledged and appropriated to the payment of the principal and interest, when due on the Notes.

RATINGS

Fitch Ratings, Inc. ("Fitch") and S&P Global Ratings ("S&P," and together with Fitch, the "Rating Agencies") have assigned ratings of "F1+" and "SP-1+," respectively, to the Notes.

The ratings, including any related outlook with respect to potential changes in such ratings, reflect only the respective views of the Rating Agencies, and an explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the ratings. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own. There is no assurance that such ratings will remain unchanged for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agency furnishing the same, if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies or either of them, may have an adverse effect on the liquidity and/or market price of the affected Notes. The County has not undertaken any responsibility to oppose any such revision, suspension, or withdrawal.

CONTINUING DISCLOSURE

The Notes will have a stated maturity of 18 months or less. As such, the provisions of paragraph (b)(5) of Rule 15c2-12 of the U.S. Securities and Exchange Commission (the "SEC") promulgated pursuant to the Securities Exchange Act of 1934, as in effect on the date hereof (the "Rule"), other than paragraph (b)(5)(i)(C) of the Rule, shall not apply to the Notes pursuant to paragraph (d)(3) of the Rule.

In order to assist the successful bidder in complying with paragraph (b)(5)(i)(C) of the Rule, simultaneously with the issuance of the Notes, the County will enter into a continuing disclosure undertaking for the benefit of holders of the Notes (the "Disclosure Certificate"), substantially in the form attached to the Preliminary Official Statement as "APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE." The County, as an "obligated person" under the Rule, will undertake in the Disclosure Certificate to provide notice of the occurrence of certain enumerated events (each a "Listed Event Notice"). Each Listed Event Notice, if applicable will be filed with the Electronic Municipal Market Access system administered by the Municipal Securities Rulemaking Board (the "MSRB"). The specific nature and timing of filing each Listed Event Notice, if applicable, and other details of the County's undertaking are more fully described in "APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached to the Preliminary Official Statement.

ISSUE PRICE CERTIFICATE

The successful bidder shall assist the County in establishing the issue price of the Notes and shall execute and deliver to the County on or prior to the Closing Date an "issue price" or similar certificate setting forth the reasonably expected initial offering prices to the public or the actual sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications, substantially in the applicable form attached as SCHEDULE B to EXHIBIT A attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the County, and Note Counsel (as defined herein). All actions

to be taken by the County under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the County by Raymond James & Associates, Inc. (the "Financial Advisor") and any notice or report to be provided to the County may be provided to the Financial Advisor.

If the Financial Advisor has certified to the County that the competitive sale requirements specified in the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) have been satisfied, the County will furnish to the successful bidder on the sale date written notice thereof.

In the event that the competitive sale requirements are not satisfied, the County shall so advise the successful bidder in writing on the sale date, and the successful bidder shall be subject to the "hold-the-offering-price rule" for each maturity, unless the successful bidder confirms on the sale date that it has sold at least 10% of a given maturity as described below.

The County may determine to treat (a) the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity and/or (b) the initial offering price to the public as of the sale date of any maturity of the Notes as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The successful bidder shall advise the County if any maturity of the Notes satisfies the 10% test as of the date and time of the award of the Notes. The County shall notify the successful bidder, at or before the time of award of the Notes, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Notes shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. **Bids will not be subject to cancellation in the event that the County determines to apply the hold-the-offering-price rule to any maturity of the Notes. Bidders should prepare their bids on the assumption that some or all of the maturities of the Notes will be subject to the hold-the-offering-price rule in order to establish the issue price of the Notes.**

By submitting a bid, the successful bidder shall (a) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the initial offering price, or at the corresponding yield or yields, set forth in the bid submitted by the successful bidder and (b) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth business day after the sale date; or
- (ii) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The successful bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth business day after the sale date.

The County acknowledges that, in making the representations set forth above, the successful bidder will rely on (a) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (b) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (c) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Notes.

By submitting a bid, each bidder confirms that: (a) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the successful bidder that the 10% test has been satisfied as to the Notes of that maturity and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder and as set forth in the related pricing wires, and (b) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to (i) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Notes of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (a) "public" means any person other than an underwriter or a related party,
- (b) "underwriter" means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public),

(c) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) "sale date" means the date that the Notes are awarded by the County to the successful bidder.

LEGAL OPINIONS

The opinion of McGuireWoods LLP, in its capacity as note counsel to the County ("Note Counsel"), will address certain legal matters incident to the authorization, issuance, validity, sale, and delivery of the Notes and other matters relating to the treatment of interest on the Notes for federal and state income tax purposes (the "Note Counsel Opinion"). For a further discussion of certain federal income tax matters relating to the Notes, see the information under the caption "TAX MATTERS" in the Preliminary Official Statement. The Note Counsel Opinion will be delivered to the County on the Closing Date in substantially the form attached to the Preliminary Official Statement as APPENDIX D, together with the closing documents customarily delivered by the County.

The Note Counsel Opinion to be delivered on the Closing Date may vary from the text of APPENDIX D, if necessary, to reflect facts and law on the Closing Date. The Note Counsel Opinion will speak only as of its date and Note Counsel will not assume any duty to update or supplement the Note Counsel Opinion to reflect any change in facts or circumstances, including changes in law that may thereafter occur or become effective. Note Counsel will furnish a reliance letter to the successful bidder that will confirm that it may rely on the Note Counsel Opinion as if it was addressed to the successful bidder.

Greenberg Traurig, LLP, in its capacity as disclosure counsel to the County ("Disclosure Counsel"), has advised the County on certain matters relating to disclosure for the issuance of the Notes, including in connection with the preparation of the Preliminary Official Statement, dated April 29, 2025, and any supplements thereto (the "Preliminary Official Statement") and the final Official Statement and any supplements thereto (the "Official Statement"). The negative assurance letter of Disclosure Counsel (the "Negative Assurance Letter") will be delivered to the County on the Closing Date. Disclosure Counsel will furnish a reliance letter to the successful bidder that will confirm that it may rely on the Negative Assurance Letter as if it was addressed to the successful bidder.

The reliance letters of Note Counsel and Disclosure Counsel will be furnished at the expense of the County upon the issuance of the Notes.

BIDDING PROCEDURES

All bids must be unconditional and submitted electronically via Parity®. No e-mail, telephone, facsimile, mail, courier delivery, or personal delivery bids will be accepted. To participate, a bidder must be a contracted customer of Parity®. If the prospective bidder does not have a contract with Parity®, such bidder should contact Parity® at (212) 849-5021 to become a customer and obtain a list of the bidding rules and procedures. To the extent any instructions or directions set forth on Parity® conflict with this Notice of Sale, the terms of this Notice of Sale shall control.

Bidders may change and submit bids as many times as they wish during the auction; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") on the Notes, when compared to the immediately preceding bid of such bidder. The last bid submitted by a bidder before the end of the auction will be compared to all other final bids submitted by others to determine the successful bidder or bidders.

Each bidder will be solely responsible for making the necessary arrangements to access Parity® for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. IHS will not have any duty or obligation to provide or assure such access to any bidder, and neither the County nor IHS will be responsible for the proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, Parity®. The County is authorizing the use of Parity® as a communications mechanism to conduct the electronic bidding for the Notes; the owners of such service are not agents of the County. Neither IHS nor the County, Note Counsel, Disclosure Counsel, or the Financial Advisor shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by such bidder, including, without limitation, incomplete, inaccurate or untimely bids caused by reason of garbled transmissions, mechanical failure, slow or engaged telephone or telecommunications lines or any other cause.

The County is not bound by any advice and determination of IHS to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the specifications set forth in this Notice of Sale, including under "TERMS OF BID AND BASIS OF AWARD" herein. All costs and expenses incurred by bidders in connection with their registration and submission of bids via Parity® are the sole responsibility of such bidders; the County is not responsible for any of such costs or expenses.

TERMS OF BID AND BASIS OF AWARD

Bids must be unconditional and for the purchase of all of the Notes. No more than one bid from any bidder will be considered.

Bidders must specify a single fixed rate of interest the Notes will bear. The initial public offering price of each maturity shall be not less than 100% of the par amount of such maturity. The initial bid price shall not be less than 100% of the aggregate principal amount of the Notes.

In the event of any adjustment to the principal amount of the Notes as described under "DETAILS REGARDING THE NOTES - Adjustment to Principal Amount" herein, no rebidding or recalculation of the bids submitted will be required or permitted. The total purchase price of

the Notes will be increased or decreased to reflect any adjustment to the principal amount of the Notes, and the Notes, as adjusted, will have the same maturity, bear interest at the same rate and must have the same reoffering yield as is specified by the successful bidder for the Notes. Nevertheless, the award of the Notes will be made to the bidders whose bids produce the lowest TIC for the Notes, calculated as specified herein, solely on the basis of the Notes offered, without taking into account any such adjustment in the principal amount of the Notes.

Not later than 3:00 p.m., local time in the City, on May 7, 2025 (the "Award Date"), the Notes will be awarded by the County to the bidder offering to purchase the Notes at the lowest TIC. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Notes (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Notes, results in an amount equal to the price bid for the Notes. If two or more bids provide for the same lowest TIC, the County shall determine which bid shall be accepted, and such determination shall be final and conclusive. The TIC must be calculated to four decimal places. Tie bids shall be broken by lot in the discretion of the County.

Award or rejection of bids will be made by the County on or prior to 3:00 p.m., local time in the City, on the Award Date. ALL BIDS SHALL REMAIN FIRM UNTIL 3:00 P.M., LOCAL TIME IN THE CITY ON THE AWARD DATE.

EACH BIDDER MUST SPECIFY IN ITS BID THE INTEREST RATE FOR THE NOTES OF EACH MATURITY. NO BIDS FOR LESS THAN ALL OF THE NOTES OFFERED WILL BE ENTERTAINED. THE COUNTY RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS NOTICE OF SALE. THE COUNTY ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY BID. THE COUNTY SHALL NOT REJECT ANY CONFORMING BID UNLESS ALL CONFORMING BIDS ARE REJECTED.

COMPLIANCE WITH SEC AND MSRB RULES

The successful bidder agrees to take any and all other actions necessary to comply with the applicable SEC and the MSRB rules governing the offering, sale, and delivery of the Notes, including, without limitation, the payment of any fees or charges required to be paid by the MSRB or the Securities Industry and Financial Market Association in connection with the purchase or sale of the Notes.

SETTLEMENT OF NOTES

It is expected that the pre-closing for the Notes will occur in the City, approximately one business day prior to the Closing Date, or such other date as shall be appropriate or necessary to ensure compliance with the Rule. On the Closing Date, the Notes will be delivered to DTC, as securities depository, and registered in the name of Cede & Co., as nominee of DTC. The successful bidder shall also advise the underwriting department of DTC, not less than four business days prior to the Closing Date, of the interest rates borne by the Notes, the CUSIP identification numbers, and the Closing Date. Neither the failure to print CUSIP numbers on any Note nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to

accept delivery of and pay for the Notes. All expenses in relation to the printing of CUSIP numbers on the Notes as well as any CUSIP Service Bureau charge for the assignment of such numbers shall be paid for by the successful bidder.

FULL PAYMENT OF THE PURCHASE PRICE MUST BE MADE TO THE COUNTY BY 10:00 A.M. LOCAL TIME IN THE CITY ON THE CLOSING DATE BY THE SUCCESSFUL BIDDER IN FEDERAL RESERVE FUNDS OR IMMEDIATELY AVAILABLE FUNDS, WITHOUT COST TO THE COUNTY.

BLUE SKY LAWS

The successful bidder will be responsible for the clearance or exemption with respect to the status of the Notes for sale under the securities or "Blue Sky" laws of the several states and the preparation of any surveys or memoranda in connection with such sale. The County shall have no responsibility for such clearance, exemption, or preparation.

CLOSING DOCUMENTS

In addition to the Note Counsel Opinion and the Negative Assurance Letter, at the time of payment for and delivery of the Notes, the County will furnish the successful bidder with the customary closing documents and opinions, which include, but are not limited to:

(a) an opinion of the County Attorney to the effect that, to the best of her knowledge, (i) there is no litigation now pending or threatened against the County which restrains or enjoins the issuance or delivery of the Notes, the execution, delivery, or performance of all agreements and certificates relating to the Notes, or the use of the proceeds of the Notes or which questions or contests the validity of the Notes, the Note Resolution, all agreements and certificates relating to the Notes, or the proceedings and authority under which they are to be issued, executed and delivered, and (ii) neither the creation, organization, nor existence of the County, nor the title of the present members or other officials of the County to their respective offices, is being currently contested or questioned to the knowledge of the County (the "County Attorney Opinion").

(b) a certificate or certificates of the appropriate officers of the County, in their normal and customary form and terms, to the effect that (i) to the best of such officer's knowledge and belief, other than the County's Excluded Sections (as defined herein), the information concerning the County contained in the Preliminary Official Statement and the Official Statement as of their respective dates is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and notwithstanding the foregoing, the County has not provided the information in and does not provide any assurance that the information contained in the sections or appendices, as the case may be, captioned "BOOK-ENTRY ONLY SYSTEM," "TAX MATTERS," "RATINGS," "COMPETITIVE SALE OF THE NOTES," "APPENDIX D - FORM OF NOTE COUNSEL OPINION," and "APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM" (collectively, the "County's Excluded Sections") in the Preliminary Official Statement and the Official Statement is true and correct in all material respects; provided, however, that without having undertaken to determine independently the accuracy or completeness of the

statements contained in the remainder of the Preliminary Official Statement and the Official Statement, nothing has come to her attention which would lead her to believe that the Preliminary Official Statement and the Official Statement as of their respective dates contain any untrue statement of a material fact or omits to state a material fact which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (ii) since the date of the Official Statement, no materially adverse change has occurred in the financial position or results of operation of the County, except as set forth in or contemplated by the Official Statement; and (iii) on the basis of the facts, estimates, and circumstances relied upon at the time of delivery of the Notes, it is not expected that the proceeds of the Notes will be used in a manner that will cause the Notes to be arbitrage bonds.

The County Attorney Opinion and the certificate(s) to be delivered by the appropriate officers of the County may vary from the foregoing text, if deemed necessary by the County. The County Attorney Opinion will speak only as of its date and the County Attorney will not assume any duty to update or supplement the County Attorney Opinion to reflect any change in facts or circumstances, including changes in law that may thereafter occur or become effective.

The successful bidder will also be required to execute certain closing documents required by Note Counsel in connection with the delivery of the Notes or the delivery of the Note Counsel Opinion, including the form of the Certificate as to Issue Price attached hereto as EXHIBIT A.

PRELIMINARY OFFICIAL STATEMENT; FINAL OFFICIAL STATEMENT

The County has authorized the distribution of the Preliminary Official Statement, which it deemed final (except for the permitted omissions described in paragraph (b)(1) of the Rule) for purposes of the Rule. The Preliminary Official Statement describes, among other things, the Notes and contains information with respect to the County. The Preliminary Official Statement may be obtained in electronic format from "www.munios.com" or as provided under "ADDITIONAL INFORMATION" herein.

This Notice of Sale is not intended to be a disclosure document and although being delivered to investors simultaneously with the Preliminary Official Statement shall not be deemed to be part of the Preliminary Official Statement. All bidders should review the Preliminary Official Statement and will be deemed to have acknowledged that they have done so prior to participating in the bidding. In the event of any conflict between the statements contained in the Preliminary Official Statement and in this Notice of Sale, the statements contained in the Preliminary Official Statement shall prevail.

Upon the sale of the Notes, the County will deliver the Official Statement to the successful bidder within seven business days following the sale of the Notes. Up to 100 copies of the Official Statement (and any supplement to the Official Statement) will be made available to the successful bidder at the expense of the County. Additional copies may be obtained at the expense of the successful bidder.

ADDITIONAL INFORMATION

The Preliminary Official Statement and this Notice of Sale may be obtained in electronic format from "www.munios.com." For additional information please see "INTRODUCTION - Other Information" in the Preliminary Official Statement.

FULTON COUNTY, GEORGIA

/s/ Sharon L. Whitmore

Sharon L. Whitmore, CPA, CPFO
Chief Financial Officer

Dated: April 29, 2025

EXHIBIT A

[ASSUMING QUALIFYING BIDDING PROCESS]

FORM OF CERTIFICATE AS TO ISSUE PRICE

ISSUE PRICE CERTIFICATE

\$ _____
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2025

The undersigned, on behalf of _____ (the "Successful Bidder"), hereby certifies as of _____, 2025 (the "Closing Date") as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Notes to the Public by the Successful Bidder are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Notes used by the Successful Bidder in formulating its bid to purchase the Notes. Attached as Schedule B is a true and correct copy of the bid provided by the Successful Bidder to purchase the Notes.

(b) The Successful Bidder was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Successful Bidder constituted a firm offer to purchase the Notes.

2. Defined Terms.

(a) "Issuer" means Fulton County, Georgia.

(b) "Maturity" means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or

(iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(d) "*Sale Date*" means the date that the Notes are awarded by the Issuer to the successful bidder. The Sale Date of the Notes is _____, 2025.

(e) "*Underwriter*" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Successful Bidder's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and Agreement and with respect to compliance with the federal income tax rules affecting the Notes, and by McGuireWoods LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Issue Price Certificate to be executed as of the Closing Date.

**[LEGAL NAME OF THE SUCCESSFUL
BIDDER]**

By:_____

Name:_____

Title:_____

SCHEDULE A

EXPECTED OFFERING PRICES

\$ _____
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2025

MATURITIES, AMOUNTS, INTEREST RATES AND PRICES
(Base CUSIP Number _____)

Maturity	Principal Amount	Interest Rate	Price	CUSIP
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SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(See Attached)

[ASSUMING NON-QUALIFYING BIDDING PROCESS]

FORM OF CERTIFICATE AS TO ISSUE PRICE

ISSUE PRICE CERTIFICATE

§ _____
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2025

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] (["[SHORT NAME OF UNDERWRITER]"] [the "Representative"]), on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) [SHORT NAME OF UNDERWRITER] [The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Notes are attached to this certificate as Schedule B.

(b) As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER] [the members of the Underwriting Group] [has] [have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Notes of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Notes during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Notes listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Notes listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([_____, 2025), or (ii) the date on which [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means Fulton County, Georgia.

(e) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is [_____, 2025.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer[and the Borrower] with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by McGuireWoods LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer [and the Borrower] from time to time relating to the Notes.

[UNDERWRITER] [REPRESENTATIVE]

By: _____
Name: _____
Title: _____

Dated: _____, 2025

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

**AMENDATORY AND SUPPLEMENTAL PRICING RESOLUTION
OF THE BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORGIA
AUTHORIZING, AMONG OTHER THINGS, THE
ISSUANCE AND SALE OF GENERAL FUND TAX ANTICIPATION NOTES
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$275,000,000 (THE “NOTE
RESOLUTION”)**

WHEREAS, the Board of Commissioners of Fulton County, Georgia (the “**Board of Commissioners**”) is charged with the duties of contracting debts and managing the affairs of Fulton County, Georgia (the “**County**”); and

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the County to borrow money to pay current expenses for calendar year 2025 in anticipation of the receipt of taxes levied or to be levied for the General Fund, and in this connection adopted the initial resolution authorizing the issuance and sale of the herein defined Notes, among other things, on March 5, 2025 (the “**Initial Note Resolution**”), which Initial Note Resolution is being supplemented, amended and replaced, in its entirety, by this Note Resolution; and

WHEREAS, the County is authorized by Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 (the “**State Constitution**”) and Section 36-80-2 of the Official Code of Georgia Annotated, to borrow money to pay current expenses during any calendar year and to evidence such borrowing by issuing tax anticipation notes in anticipation of the receipt of taxes levied or to be levied for the General Fund for expenses payable in such calendar year; and

WHEREAS, the County is authorized by Article IX, Section IV, Paragraph I of the State Constitution to levy and collect taxes; and

WHEREAS, the County proposes to issue its General Fund Tax Anticipation Notes in the aggregate principal amount of \$275,000,000 (the “**Notes**”) to pay the current expenses of the County and the costs of issuing the Notes; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County, Georgia, as follows:

Section 1. Findings. The Board of Commissioners hereby finds and determines as follows: (a) the aggregate principal amount of the Notes herein authorized (\$275,000,000) does not exceed \$589,997,341, being 75% of the total gross income from taxes collected by the County in calendar year 2024 for the General Fund (\$786,663,121); (b) the aggregate principal amount of the Notes, together with other contracts, notes, warrants or obligations of the County for current expenses in calendar year 2025 for the General Fund, do not exceed the total anticipated tax revenues of the County for the General Fund for calendar year 2025; (c) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2024 or any prior calendar year remains unpaid as of the date hereof; and

(d) a need exists for the County to borrow \$275,000,000 to pay current expenses of the County in calendar year 2025 prior to the receipt of sufficient revenues from taxes levied or to be levied for the General Fund for 2025.

Section 2. Authorization of Notes. There is hereby authorized to be issued tax anticipation notes of the County in the aggregate principal amount of \$275,000,000 which shall be designated “Fulton County, Georgia General Fund Tax Anticipation Notes, Series 2025” (the “Notes”). The Notes shall be dated as of the date of delivery thereof to or upon the instruction of the Purchaser (as defined herein); shall bear interest at the rate of [] per annum, calculated on the basis of a 360-day year comprised of twelve 30-day months, all as provided in, and in accordance with, the Purchaser’s winning bid; shall be payable as to principal and interest by wire transfer upon surrender of the Notes to the persons who are registered owners on December 30, 2025 and shall be payable as to principal and interest in lawful money of the United States of America; shall be issued in \$5,000 denominations or any integral multiple of \$5,000 in excess thereof; shall be numbered R-1 upward; and shall mature and interest shall be payable on December 30, 2025. The Notes shall be issued in the form of fully registered notes. The Notes shall be executed by the manual or facsimile signature of the Chairman of the Board of Commissioners and by the manual or facsimile signature of the Clerk thereof, and the corporate seal of the County shall be impressed or imprinted thereon. In case any officer whose signature shall be affixed to the Notes or who shall have sealed any of the Notes shall cease to be such officer before the Notes so signed and sealed shall have been actually delivered, the Notes, nevertheless, shall be valid Notes of the County and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the County when the Notes shall be actually delivered.

Notwithstanding the foregoing, if the Notes are issued in Book-Entry Form, the Notes shall be payable as provided in Section 14 hereof.

Section 3. Approval of Form of Notes. The Notes as initially issued shall be issued in substantially the form attached hereto as Exhibit A subject to such minor changes, insertions or omissions as may be approved by the Chairman of the Board of Commissioners, and the execution and delivery of the Notes shall be conclusive evidence of such approval.

Section 4. Designation of Note Registrar, Paving Agent and Authentication Agent. The County hereby designates U.S. Bank Trust Company, National Association as the Note Registrar, Paying Agent, and Authentication Agent with respect to the Notes, and hereby authorizes the Chief Financial Officer, in consultation with the County Attorney, to negotiate, execute and deliver any and all documents, agreements and certificates in connection with the foregoing appointment of U.S. Bank Trust Company, National Association.

Section 5. Tax Revenues Used to Repay Notes. The County agrees to use for payment of the Notes and the interest thereon a sufficient portion of the revenues received by the County from taxes levied or to be levied for calendar year 2025 for the General Fund and other funds legally available for such purpose.

Section 6. Authentication of Notes. Only such Notes as shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as Exhibit A duly

executed by the Authentication Agent shall be deemed to be validly issued hereunder. No Notes shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been executed by the Authentication Agent, and such executed certificate of the Authentication Agent upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered hereunder. Said certificate of authentication on any Note shall be deemed to have been executed by the Authentication Agent, but it shall not be necessary that the same authorized signatory sign the certificate of authentication on all of the Notes.

Section 7. Transfer and Exchange of Notes. The Note Registrar shall cause to be kept books for the registration of transfer of the Notes. Notes may be registered and transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of any Note at the principal corporate office of the Note Registrar, the Chairman of the Board of Commissioners shall execute, and the Authentication Agent shall authenticate and deliver in the name of the transferee or transferees, a new Note or Notes of the same aggregate principal amount and tenor and of any authorized denomination or denominations, numbered consecutively in order of issuance according to the records of the Note Registrar.

The Notes may be exchanged at the principal corporate office of the Note Registrar for an equal aggregate principal amount of Notes of the same aggregate principal amount and tenor and of any authorized denomination or denominations. The Chairman of the Board of Commissioners shall execute, and the Authentication Agent shall authenticate and deliver, Notes, which the owner of the Notes making such exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such transfers of registration or exchanges of Notes shall be without charge by the County to the owner of such Notes, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Note requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

All Notes surrendered upon any transfer provided for in this Note Resolution shall be promptly cancelled by the Note Registrar and shall not be reissued. Upon request of the County a certificate evidencing such cancellation shall be furnished by the Note Registrar to the County.

Notwithstanding the foregoing, if the Notes are issued in Book-Entry Form, the Notes shall be transferred and exchanged as provided in Section 14 hereof.

Section 8. Registered Owners. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his/her/its duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 9. Mutilated or Destroyed Notes. In case any Note shall become mutilated or be destroyed or lost, the County may cause to be executed, authenticated and delivered

a new Note of like date and tenor in exchange or substitution for any such Note upon, in the case of a mutilated Note, surrender of such Note, or in the case of destroyed or lost Note, the owners filing with the Paying Agent, acting for the County, and the Note Registrar evidence satisfactory to them that such Note was destroyed or lost and providing indemnity satisfactory to them. If any such Note shall have matured, instead of issuing a new Note, the County may pay the same.

Section 10. Redemption. The Notes are not subject to redemption prior to maturity as is more fully provided in the form thereof.

Section 11. Tax Covenants and Representations. The Notes are being issued by the County for the governmental purpose of providing funds for the current expenses of the County for calendar year 2025, in compliance with the conditions necessary for the interest income on the Notes to be excludable from gross income for federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the “Code”). It is the intention of the County that the interest on the Notes be and remain excludable from gross income for federal income tax purposes, and, to that end, the County hereby covenants with the holders of the Notes, as follows:

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Notes under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the County or take or omit to take any action in a way that would cause the Notes to be (i) “private activity bonds” within the meaning of Section 141 of the Code, (ii) obligations which are “federally guaranteed” within the meaning of Section 149 of the Code or (iii) “hedge bonds” within the meaning of Section 149 of the Code. Without limiting the foregoing, the County will not allow 10% or more of the proceeds of the Notes to be used in the trade or business of any private business and will not loan 5% or more of the proceeds of the Notes to any nongovernmental units.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the County or take or omit to take any action that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of the Code. The County anticipates that no rebate of any investment earnings to the Department of Treasury of the United States will be required by Section 148(f) of the Code at any time while the Notes are outstanding. However, in the event that such rebate is required, the County hereby covenants to comply with all requirements of Section 148 of the Code to the extent applicable to the Notes.

(d) The County will cause to be completed and filed with the Internal Revenue Service the information required by Section 149(e) of the Code (Treasury Form 8038-G), prior to or simultaneously with the issuance of the Notes.

Section 12. Approval of Tax Documents. The Chairman of the Board of Commissioners and the Chief Financial Officer of the County, or either of them, are hereby authorized to execute on behalf of the County a Non-Arbitrage Certificate and Tax Covenants to assure the owners of the Notes and McGuireWoods LLP, Note Counsel, that the interest on the

Notes will remain excludable from gross income for federal income tax purposes and that the proceeds of the Notes will not be used in a manner which would result in the Notes being “arbitrage bonds” within the meaning of Section 148 of the Code.

Section 13. General Authority. From and after the date of adoption of this Note Resolution, any member of the Board of Commissioners and the proper officers and employees of the County are hereby authorized to do such acts and things, and to execute and deliver all such certificates or agreements as may be necessary or desirable in connection with the issuance of the Notes, consistent with the authorizations in this Note Resolution. All actions of the Board of Commissioners, officers, employees or agents of the County taken in connection therewith, including the actions taken pursuant to the Initial Note Resolution, prior to the date hereof are hereby ratified and confirmed.

Section 14. Global Form; Securities Depository; Ownership of Notes.

(a) Upon the initial issuance, the ownership of each Note shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members thereof. Initially, each Note shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Beneficial Owners will not receive Notes from the Note Registrar evidencing their ownership interests. Except as provided in subsection (c) of this Section 14, the Notes may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the County or to a nominee of such successor Securities Depository.

(b) With respect to Notes registered in the name of the Securities Depository or the Securities Depository Nominee, the County, the Paying Agent, the Note Registrar, or the Authentication Agent shall have no responsibility or obligation to any Agent Member or Beneficial Owner. Without limiting the foregoing, neither the County, the Paying Agent, the Note Registrar, the Authentication Agent, nor their respective affiliates, shall have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Agent Member with respect to any beneficial ownership interest in the Notes;

(ii) the delivery to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Notes; or

(iii) the payment to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal or interest on the Notes.

So long as the Notes are registered in Book-Entry Form, the County, the Paying Agent, the Note Registrar, and the Authentication Agent, may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Notes for all purposes whatsoever, including without limitation:

- (i) the payment of principal of and interest on such Notes;
- (ii) giving notices of redemption (if applicable) and other matters with respect to such Notes;
- (iii) registering transfers with respect to such Notes; and
- (iv) the selection of Notes (if applicable) for redemption.

So long as the Notes are registered in Book-Entry Form, the Paying Agent shall pay all principal of and interest on the Notes only to the Securities Depository or the Securities Depository Nominee as shown in the note register, and all such payments shall be valid and effective to fully discharge the County's obligations with respect to payment of principal of and interest on the Notes to the extent so paid.

(c) If at any time (i) the County determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) the Securities Depository notifies the County that it is unwilling or unable to continue as Securities Depository with respect to the Notes, or (iii) the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the County within 90 days after the County receives notice or becomes aware of such condition, as the case may be, then this Section 14 shall no longer be applicable and the County shall execute and the Authentication Agent shall authenticate and deliver notes representing the Notes to the owners of the Notes. Notes issued pursuant to this subsection (c) shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Member or otherwise, shall instruct the Note Registrar. Upon exchange, the Note Registrar shall deliver such notes representing the Notes to the persons in whose names such Notes are so registered on the business day immediately preceding the date of such exchange.

(d) For purposes of this Note Resolution, the following terms shall have the meanings set forth below:

“Agent Member” means a member of, or participant in, the Securities Depository.

“Beneficial Owner” means the owners of a beneficial interest in the Notes registered in Book-Entry Form.

“Book-Entry Form” or “Book-Entry System” means, with respect to the Notes, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Notes may be transferred only through book-entry and (ii) physical Notes in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Notes in the custody of a Securities Depository.

“Securities Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book-Entry System to record

ownership of beneficial interest in bonds or notes and bond or note service charges, and to effect transfers of bonds or notes in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company).

“Securities Depository Nominee” means any nominee of a Securities Depository and shall initially mean Cede and Co., New York, New York, as nominee of The Depository Trust Company.

Section 15. Sale of Notes. The sale of the Notes to [_____] (the “Purchaser”) for a price of [\$____,____,____] (par, [plus a premium] [less a discount] of [\$____,____,____], less underwriter’s discount of [\$_____] at a rate of [____%], which results in an arbitrage yield of [____%], a net interest cost (NIC) of [____%] and total interest of [\$____,____,____] is hereby authorized.

Section 16. Tax Levy for Payment of Note. For the purpose of providing funds for the payment of the principal of and interest on the Notes, there shall be and hereby is assessed and levied and there shall hereafter be collected a direct tax upon all real and personal property now or hereafter subject to taxation within the corporate limits of Fulton County, Georgia, the net proceeds of which will be in a sufficient amount to produce such sums as are required to pay the principal and interest thereon. Said sums are irrevocably pledged and appropriated to the payment of the principal and interest, when due on the Notes, and the provisions to meet the requirements of this Note Resolution shall hereafter be made in due time and manner so that the Notes, including both principal and interest, shall be fully paid at maturity.

Section 17. Post Issuance Tax Compliance. The County has in place Post-Issuance Tax Compliance Policies and Procedures as required by the Internal Revenue Service in connection with filing Form 8038-G for the Notes and other tax-exempt obligations of the County.

Section 18. Custody and Application of Proceeds of Notes. Upon the issuance and delivery of the Notes, the Paying Agent is hereby authorized and directed to pay the costs of preparing the Notes, including the fees and expenses of the Financial Advisor, Note Counsel, Disclosure Counsel and expenses of printing and posting the Notice of Sale, the Preliminary Official Statement and the Official Statement (each as defined herein) and obtaining a CUSIP Number, if required, and all other customary costs of issuance of the Notes in an amount approved by the Chief Financial Officer. The balance of the proceeds of the sale of the Notes shall be deposited in the operating account of the County to be applied toward the payment of its current expenses in calendar year 2025.

Section 19. Approval and Ratification of Certain Documents and Actions. The actions of the Chief Financial Officer, the financial advisor to the County, and the other officers, employees and agents of the County, in causing information with respect to the Notes to be distributed to potential investors, including the use of the Notice of Sale, dated [April 28, 2025] (the “**Notice of Sale**”) and the Preliminary Official Statement, dated [April 28, 2025] and any supplements thereto (the “**Preliminary Official Statement**”), which is attached hereto as Exhibit B, are hereby authorized, ratified and confirmed.

Section 20. Rule 15c2-12 Certificate. The Chief Financial Officer is hereby authorized to execute and deliver a certificate “deeming final” the Preliminary Official Statement on behalf of the County in accordance with Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended.

Section 21. Continuing Disclosure Undertaking. The Chief Financial Officer is hereby authorized to execute and deliver a Continuing Disclosure Certificate in substantially similar form as attached hereto as Exhibit C, with such changes, filling of blanks and other modifications as the Chief Financial Officer, after consultation with the County Attorney and Disclosure Counsel, shall deem necessary or appropriate. Notwithstanding anything contained in this Note Resolution or the Continuing Disclosure Certificate to the contrary, the continuing disclosure undertaking set forth in the Continuing Disclosure Certificate is for the benefit of the holders of the Notes (the “**Noteholders**”). Unless otherwise required by law, no Noteholder shall be entitled to damages resulting from the County’s noncompliance with its continuing disclosure undertaking; however, Noteholders may take action to require performance of such obligation by any judicial proceeding available. Breach of the continuing disclosure undertaking of the County does not constitute an event of default under this Note Resolution or the Notes, and any rights and remedies provided in this Note Resolution or in the Notes, in the event of default, are not applicable to a breach of the continuing disclosure undertaking of the County as set forth in such Continuing Disclosure Certificate.

Section 22. Delivery of Final Official Statement. The Chairman of the Board of Commissioners is authorized to execute and deliver to the purchasers of the Notes a final Official Statement and any supplements thereto (the “**Official Statement**”) in substantially the form of the Preliminary Official Statement, subject to such changes and modifications as may be necessary to conform to the provisions of this Note Resolution.

Section 23. Effective Date. This Note Resolution shall be in full force and effect immediately upon its adoption, and any and all resolutions or parts of resolutions in conflict with this Note Resolution shall be, and they are, to the extent of such conflict, hereby repealed.

Section 24. Severability of Invalid Provisions. If any one or more of the agreements or 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 separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section 25. Counterparts; Electronic Signatures. The Chairman of the Board of Commissioners, the Chief Financial Officer or such other duly authorized representative of the County are hereby authorized to execute the Preliminary Official Statement, the Official Statement, the Paying Agent and Note Registrar Agreement and any and all other documents and certificates related thereto, by means of electronic or digital signature, including an emailed PDF of a digitized image of the actual signature page or by other electronic means provided that such other means utilize electronic signature software that has the capability to audit or authenticate the signature, and such electronic pages shall constitute an original signature and shall be of the same legal effect, validity or enforceability as a manually executed, physically delivered or paper-based

signature, as the case may be, and it is further found and determined that such electronic signatures are expressly permitted under the Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1, et seq.).

Section 26. Conflicts. All resolutions or parts thereof of the County in conflict with the provisions herein contained are, to the extent of such conflict, hereby amended, superseded and repealed; but solely as and to the extent of any such conflict.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted and approved this ____ day of May, 2025.

Approved:

[SEAL]

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

ATTEST:

Tonya R. Grier, Clerk to the Commission
Board of Commissioners of Fulton County, Georgia

Approved as to Form:

Y. Soo Jo, Esq.
County Attorney

CLERK'S CERTIFICATE

I, Tonya R. Grier, Clerk to the Commission of the Board of Commissioners of Fulton County, Georgia, DO HEREBY CERTIFY that the foregoing pages of typewritten material constitute a true and correct copy of a resolution duly adopted by the Board of Commissioners of Fulton County at a duly called and constituted meeting of said Board held on May __, 2025, which meeting was open to the public and at which a quorum was present and acting throughout, that all notices of such meeting required by any open meetings law to be given were duly given, and that the original of said resolution appears of record in the Minute Book of the Board of Commissioners which is in my custody and control.

I further certify that said resolution has not been amended, modified or repealed.

WITNESS my official signature and the corporate seal of Fulton County, Georgia as of the __ day of _____, 2025.

[SEAL]

Tonya R. Grier, Clerk to the Commission
Board of Commissioners of Fulton County,
Georgia

[Signature Page to Fulton County TAN Series 2025 Pricing Resolution]

EXHIBIT A
FORM OF THE NOTES
UNITED STATES OF AMERICA
STATE OF GEORGIA
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2025

Number R-1

Maturity Date
December 30, 2025

Date of Original Issue
May __, 2025

CUSIP
[]

Principal Amount: TWO HUNDRED SEVENTY-FIVE MILLION DOLLARS AND NO/100 CENTS (\$275,000,000)

Registered Owner: CEDE & CO.

KNOW ALL MEN BY THESE PRESENTS: FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “**County**”), for value received, hereby promises to pay the principal amount set forth above, together with interest thereon at the rate of ____% per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months), in immediately available funds, on the maturity date set forth above, to the registered owner hereof.

Both principal hereof and interest hereon are payable by wire transfer by U.S. Bank Trust Company, National Association, as paying agent, note registrar and authenticating agent (the “**Paying Agent**”), to the person who is the registered owner hereof as of May __, 2025, upon surrender hereof. Both principal hereof and interest are payable in lawful money of the United States of America. Notwithstanding the foregoing, so long as this Note is registered in the name of the Securities Depository or the Securities Depository Nominee, payment of principal, redemption premium (if any) and interest on this Note shall be made by wire transfer to the Securities Depository as described more fully below. The County also promises to pay any and all amounts owed by the County as arbitrage rebate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended and any amounts expended by any owner of this Note in connection with the collection of amounts owed hereunder, including, but not limited to attorney fees.

This Note is one of a series of tax anticipation notes in the aggregate principal amount of \$275,000,000 authorized by an initial resolution duly adopted by the Board of Commissioners of Fulton County, Georgia (the “**Board of Commissioners**”) on March 5,

2025 (the “**Initial Resolution**”), as amended and supplemented by an Amendatory and Supplemental Pricing Resolution duly adopted by the Board of Commissioners on May ___, 2025 (the “**Supplemental Pricing Resolution**” and, together with the Initial Resolution, the “**Resolution**”), in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated, for the purpose of making a temporary loan to pay current expenses of the County in calendar year 2025.

This Note is issued in anticipation of the receipt of taxes levied or to be levied for the General Fund in calendar year 2025. The principal amount of this Note together with all other temporary loans, notes, warrants or similar obligations does not exceed 75% of the total revenues from taxes collected for the General Fund by the County in calendar year 2024 and does not exceed, together with other contracts, notes, warrants and obligations of the County for calendar year 2025 payable from the General Fund, the total anticipated revenues from taxes of the County for the General Fund for calendar year 2025. No temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2024 or any prior calendar year remains unpaid.

The Notes are being issued by means of a Book-Entry System, with actual Notes immobilized at The Depository Trust Company, New York, New York, or its successor as Securities Depository, evidencing ownership of the Notes in principal amounts of \$5,000 and any integral multiple thereof, and with transfers of Beneficial Ownership effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository. Actual Notes are not available for distribution to the Beneficial Owners, except under the limited circumstances set forth in the Resolution. The principal and interest on the Notes are payable by the Paying Agent to Cede & Co., as nominee of the Securities Depository. Transfer of principal and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. The County and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by, the Securities Depository, its participants or persons acting through such participants.

This Note is not subject to prepayment prior to maturity.

If the Notes are no longer registered to a Securities Depository, this Note may be registered as transferred by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, but only in the manner, subject to the limitations specified in the Resolution, and upon surrender and cancellation of this Note. Upon such registration of transfer, a new note or notes of the same aggregate principal amount and tenor and of any authorized denomination or denominations will be issued to the transferee in exchange therefor.

If the Notes are no longer registered to a Securities Depository, this Note may be exchanged for an equal aggregate principal amount of Notes of the same aggregate principal amount and tenor of any authorized denomination or denominations, in the manner

and subject to the conditions provided in the Resolution. No service charge shall be made for any registration of transfer or exchange hereinbefore referred to, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege.

The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Georgia to be done precedent to or as a condition to the issuance of this Note have been properly done, have happened and have been performed in the manner required by the Constitution and laws of the State of Georgia; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the County will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest hereon; and that this Note, together with all other indebtedness of the County, is within every debt or other limit provided by the Constitution and laws of the State of Georgia.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution.

IN WITNESS WHEREOF, the County acting by and through the Board of Commissioners, has caused this Note to be executed in its corporate name by the manual signature of the Chairman of the Board of Commissioners, and attested by the manual signature of the Clerk of the Board of Commissioners and the corporate seal of the County to be impressed or imprinted hereon, all as of the date of original issue as shown above.

FULTON COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
Fulton County, Georgia

(SEAL)

ATTEST

Clerk, Board of Commissioners
Fulton County, Georgia

CERTIFICATE OF AUTHENTICATION

This is one of the Notes described in the within mentioned Initial Resolution adopted on March 5, 2025 and Supplemental Pricing Resolution adopted on May ____, 2025, and is hereby authenticated.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
Name:
Title:

Date of Authentication: May ____, 2025

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

the within Note of Fulton County, Georgia and does hereby constitute and appoint _____ attorney to transfer the said Note on the books of the Note Registrar, with full power of substitution in the premise.

Date:

In the presence of: _____
Noteholder

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

* * * * *

EXHIBIT B

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

FORM OF CONTINUING DISCLOSURE CERTIFICATE



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0348

Meeting Date: 5/7/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to extend an existing contract - Department of Real Estate and Asset Management, 17RFP107111K-EC, Project Management Team Services in an amount not to exceed \$660,511.29, with The Joint Venture of Heery International, Inc. and McAfee3 Architects (Heery/McAfee3), to continue to provide without disruption, project management services for the Fulton County Urban Redevelopment Capital Improvement Programs; effective April 1, 2025 to December 31, 2026 or until program completion as determined by the County.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Project Management Team (PMT) of The Joint Venture of Heery International, Inc. and McAfee3 Architects (Heery/McAfee3) provides a broad range of project management services and activities to be performed in multiple, often phased, projects at the County's discretion to meet the County's needs in implementing its FCURA (Urban Redevelopment) Bonds Capital Improvement Programs.

To date, thirty-eight (38) FCURA Bond Projects have been completed and another five (5) are nearing completion or will be underway, including construction of the new Public Safety Training Center. Total project costs to date and current contractual commitments in the FCURA Bond Capital Improvement Programs amount to approximately \$146,000,000. Heery/McAfee3 has provided project management services throughout the FCURA program.

Scope of Work:

This contract provides a broad range of management services and activities for multiple projects over several phases at the County's discretion to meet the County's needs in implementing its FCURA Urban Redevelopment Capital Improvement Programs.

Tasks performed by the project management professionals for these programs and assigned projects may include, but not be limited to, the following:

- Program and contract administration
- Program controls
- Project planning and procurement
- Project design management
- Pre-construction on-site project management
- Post construction
- Public information and community outreach

The total requested of \$660,511.29 includes project management services as outlined in the following table.

Project	Purpose	Funding Source	Cost
Remaining MEP Projects	Completion of Remaining MEP Projects in the FCURA Capital Improvement Programs	2021 FCURA	\$28,049.78
Animal Services Facility	Extended Warranty period requiring Project Management Services	2021 FCURA	\$13,645.37
Public Safety Training Center	Construction of the New training academy requiring extended Project Management Services based on a Full-Time Project Manager	2021 FCURA	\$419,279.52
Program Management	Administration & Accounting	2021 FCURA	\$139,490.13

Total Costs			\$660,511.29
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Staffing

Heery/McAfee3's proposed staffing for the duration of the requested extension is as follows:

Staff Position	Project(s)	FT/PT	Completion Date
Program Manager	All	PT	December 31, 2026
Project Manager #1	Remaining MEP Projects	PT	September 30, 2026
Project Manager #2	Animal Services Facility	PT	December 31, 2026
Project Manager #3	Public Safety Training Center	FT	December 31, 2026
Design Review & Commissioning Agent	All	PT	September 30, 2026

Community Impact: This agenda item is necessary to continue to provide Project Management Team Services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs purpose of addressing long-term service needs of the community.

Department Recommendation:

The Department of Real Estate and Asset Management recommends approval to extend the existing contract to provide continued project management services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs for an additional 21 months.

Project Implications: Failure to approve this contract extension will result in the expiration of the contract agreement and would jeopardize the continued Project Management Services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs.

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

Department Issues/Concerns: If this contract is not extended, DREAM does not have the capacity to manage the remaining projects associated with the FCURA program.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	17-0680	8/16/17	\$2,834,424.00
Change Order No. 1	20-0523	8/5/20	\$ 278,420.76
Contract Extension No. 1	20-0702	10/7/20	\$1,940,998.00
Contract Extension No. 2	22-0321	5/4/22	\$ 584,310.00
Contract Extension No. 3	22-0869	11/16/22	\$ 635,356.00
Contract Extension No. 4	23-0780	11/1/23	\$ 756,973.67

90 Day Contract Extension	102-364	1-1-25	\$ 250,000.00
Contract Extension No. 6			\$ 660,511.29
Total Revised Amount			\$7,940,993.72

Contract & Compliance Information**Contract Value: \$660,511.29****Prime Vendor: Heery International, Inc./McAfee3 Architects (JV)****Prime Status: Heery International, Inc (\$240,756.37 or 36.45%) Non-Minority & McAfee3 Architects (\$419,754.92 or 63.55%) African American Female Business Enterprise****Location: Atlanta, GA****County: Fulton County****Prime Value: \$660,511.29 or 100.00%****Total Contract Value: \$660,511.29 or 100.00%****Total Certified Value: \$419,754.92 or 63.55%****Exhibits Attached**

Exhibit 1: Extension No. 6 to Form of Contract

Exhibit 2: FCURA Program Management Project Fees

Exhibit 3: Performance Evaluation

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$2,834,424.00

Previous Adjustments: \$4,446,058.43

This Request: \$660,511.29

TOTAL: \$7,940,993.72

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

533-520-5200-1190 - FCURA, Project Management, \$148.18

Funding Line 2:

533-520-5200-K008-BFAC-Program K008/Phase 533CST- FCURA, MEP Improve Justice Center - \$306,585.82

Funding Line 3:

533-520-5200-K009-BFAC- Program K009/Phase 533CST - FCURA, MEP Improve Government Center - \$73,889.58

Funding Line 4:

533-520-5200-K010-BFAC- Program K010/Phase 533CST - FCURA, ADA Justice Center - \$213,868.31

Funding Line 5:

533-520-5200-K011-BFAC- Program K011/Phase 533CST - FCURA, ADA Government Center - \$62,265.77

Funding Line 6:

533-520-5200-K016-BFAC- Program K016/Phase 533CST - FCURA, MEP Medical Examiner Juvenile Justice - \$1,416.93

Funding Line 7:

533-520-5200-K021-BFAC- Program K021/Phase 533CST: FCURA, Real Estate and Asset Management, Animal Services Facility - \$2,336.70

Key Contract Terms	
Start Date: 4/1/2025	End Date: Program completion
Cost Adjustment: \$660,511.29	Renewal/Extension Terms: December 31, 2026

Overall Contractor Performance Rating: 82**Would you select/recommend this vendor again?**

Yes

Report Period Start:
2/24/2025**Report Period End:**
3/23/2025

EXTENSION NO. 6 TO FORM OF CONTRACT

Contractor: **The Joint Venture of Heery International, Inc. and McAfee3 Architects**

Contract No.: **#17RFP107111K-EC, Project Management Team Services**

Address: **999 Peachtree Street, NE**
City, State **Atlanta, Georgia 30309**

Telephone: **(404) 946-2055**

Email: rchomiak@heery.com

Contact: **Robert Chomiak, P.E. CCM, LEED AP, President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **The Joint Venture of Heery International, Inc. and McAfee3 Architects** to provide/perform Project Management Team Services, dated October 16, 2017, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, starting April 1, 2025, through program completion to continue to provide without disruption, project management services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs; and period, April 1, 2025 through December 31, 2026; 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 May 7, 2025, BOC Item #.

NOW, THEREFORE, the County and the Contractor agree as follows:

This Extension No. 6 to Form of Contract is effective as of the 1st day of April, 2025 between the County and **The Joint Venture of Heery International, Inc. and McAfee3 Architects**, who agree that all Services specified will be performed in accordance with this Extension No. 6 to Form of Contract and the Contract Documents for an additional 24 months period, from 1st of April, 2025, with the contract ending as of the 31st of December 31, 2026.

1. **COMPENSATION:** The services to be performed by the Contractor during this

Extension No. 6 to Form or Contract shall not exceed \$660,511.29 (Six Hundred Sixty Thousand Five Hundred Eleven Dollars and Twenty-Nine Cents).

3. **LIABILITY OF COUNTY:** This Extension No. 6 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 EXTENSION NO. 6 TO FORM OF CONTRACT:** Except as modified by this Extension No.6 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

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONTRACTOR:

**THE JOINT VENTURE OF HEERY
INTERNATIONAL, INC. AND MCAFEE3
ARCHITECTS**

Robert Chomiak,
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Known and Potential Projected Fees for 2025	
Todd Smiley	Full Time 2025 (Construction Completion in September 2025 but Closeout through Dec 2025)
Josh Gillespie	Summer and Winter Maintenance Walks for JJC/Govt Center - One Year - Needs TD approval
Steve Ambra	Jan thru Dec
John Blount	Misc AHU Phase III Closeout in Jan/Feb
Armond Borders	Closeout Animal Services Paint in Jan 2025
Kelley Brown	PM Management 2025 (1 hours/wk Program Management)
Kelley Brown	PM Management 2025 (6 hours/wk Public Safety)
KTA Painting Consultant	Animal Services

Known and Potential Projected Fees for 2026	
Todd Smiley	Full Time 2026 (Construction Completion in April 2026 but Closeout through May 2026)
Josh Gillespie	Commissioning of Public Safety
Steve Ambra	Jan thru May

Kelley Brown	PM Management 2026 (1 hours/wk Program Management)
Kelley Brown	PM Management 2026 (6 hours/wk Public Safety)

FEE PROJECTED FEES THROUGH 2026
FCURA CIP

	2080	\$	144.38
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	80	\$	161.58
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	208	\$	90.19
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	120	\$	126.03
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	25	\$	136.81
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	52	\$	222.94
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	312	\$	222.94
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	3 Invoices		
Known and Potential Projected Fees Needed through Dec 2025			

	800	\$	148.71
	80	\$	92.89

	20	\$ 229.63	
	120	\$ 229.63	
Known and Potential Projected Fees Needed through 2026			
Amount Needed for 2025 and 2026			

Needed Funds
Needed with 10% multiplier

\$	300,310.40
\$	12,926.09
\$	18,758.85
\$	15,123.70
\$	3,420.37
\$	11,593.06
\$	69,558.37
\$	10,225.00
\$	441,915.84

\$	118,969.12
\$	7,431.39

\$	4,592.64
\$	27,555.82
\$	158,548.97
\$	600,464.81

\$	600,464.81
\$	660,511.29

Performance Evaluation Details

ID	E6
Project	Project Management Team Services
Project Number	17RFP107111K-EC
Supplier	CBRE
Supplier Project Contact	Michael Coleman (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	02/24/2025 to 03/23/2025
Effective Date	03/27/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	03/18/2025
Status	Completed
Publication Date	03/27/2025 01:45 PM EDT
Completion Date	03/27/2025 01:45 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

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

Comments

They are attentive to details and provide monthly reports as to the status of their project, bring issue to our attention in a timely basis. They have also been understanding and supportive of new initiative discussed around financial tracking which the county is looking to implement.

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

Very proactive and always looking at what they can do to help.

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

Very timely and consistent with reports and follow up on issues.

TECHNICAL SUPPORT DURING CONSTRUCTION

17/20

Rating

Excellent: Commendable. Contractor submissions are expedited on some occasions.

Comments

The spend the appropriate time to manage the project in the field and their administrative duties.

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

Very good at holding contractors to their requirements.

GENERAL COMMENTS

Comments

Good and qualified team and always looking to protect the County's interests.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0349

Meeting Date: 5/7/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract RFP #030122, Fleet Management Services, in an amount not to exceed \$3,480,325.44 with Enterprise Fleet Management, Inc. (St. Louis, MO), for a lease-purchase program that will deliver 301 new vehicles and includes all scheduled preventive maintenance. Vehicles will be provided under this program for eighteen (18) County agencies [General Fund vehicles: 214, FID/Police: 18, and Public Works: 69] with delivery beginning in FY 2025. This is a 60-month lease-purchase program that will be presented to the Board of Commissioners annually for the annual appropriation of funding for continued use of the program. The program will remain in effect with each yearly approval and is subject to the availability of funding in the adopted County budget over the 5-year lease term. The County Attorney is authorized to approve the lease documents as to form and to make modifications thereto prior to execution.

Requirement for Board Action

In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000.00 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: Fulton County Policy 400-6 requires the County to replace vehicles that

have reached a certain age and mileage. Historically, annual allocations for vehicle purchases range from \$2-\$4M unless there are budget constraints requiring a lower allocation. The County's traditional vehicle capital purchase model would require \$16M+ to replace all currently replacement eligible vehicles. This cooperative purchasing agreement allows the County to enter into a 5-year lease-purchase agreement (subject to the annual appropriation of funding) with Enterprise with the same annual expenditure that the County typically allocates for vehicle purchases.

The Enterprise Fleet Management Services Lease Program through the Sourcewell Advantages Contract allows DREAM to replace all vehicles not in compliance with the above County policy across the County's fleet.

Program Benefits

The lease-purchase contract includes all scheduled preventative maintenance costs, resulting in decreased ongoing maintenance costs for County agencies and taxpayers.

- At the end of the 5-year term (subject to the annual appropriation of funding), the vehicles become the property of Fulton County. Any vehicles on the initial lease-purchase agreement that have exceeded the age and/or mileage limits set forth in Policy 400-6 will be sold by Enterprise with the sale proceeds reducing the lease cost for the subsequent 5-year term.
- Leverages Enterprises purchasing power in the vehicle market resulting in overall cost savings.
- Help evaluate your vehicle cycle to ensure vehicles are being repaired at opportune times to avoid extra costs.
- Enterprise Fleet Management is the largest purchaser of vehicles in North America, and can acquire vehicles from virtually every manufacturer.
- Nationwide network of repair vendors able to perform routine maintenance and repairs. Many of the metro-Atlanta repair vendors used by Enterprise are already used by the County as a part of the Statewide ARI contract.

Scope of Work: Enterprise will deliver 301 total vehicles for various Fulton County agencies as follows:

1. County agencies (General Fund) - 214 total vehicles
2. Police Department (FID) - 18 total vehicles
3. Public Works - 69 total vehicles

Preventive Maintenance:

- Monthly cost is fixed for term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by manufacturer
- Covers all unexpected repairs (not related to damage or neglect)

- 24/7 roadside assistance including towing

1. General Fund Lease Cost:

	Dept	Description	Annual Cost	New	Replace	Total # Vehicles	Total Cost
1	Emergency Mgt	Ford Active	\$9,800.88	0	1	2	\$25,323.72
		Chevy Tahoe	\$15,522.84	0	1		
2	Community Development	Passenger Van	\$13,527.12	0	2	2	\$27,054.24
3	District Attorney District Attorney	Frontier S	\$7,873.56	0	1	16	\$102,682.20
		Rouge S	\$6,564.48	0	7		
		Trailblazer LT	\$6,099.00	0	8		
4	DREAM	F-150 Ext Cab	\$10,770.00	0	5	33	\$341,278.56
		F-150 Reg Cab	\$10,332.36	0	5		
		Rouge S	\$6,564.48	0	2		
		T-250 Cargo	\$12,853.20	0	14		
		Trailblazer LT	\$6,099.00	0	7		
5	Emergency Services (E911)	Explorer Active	\$9,800.88	0	1	4	\$49,678.92
		F-150 Responder	\$12,177.60	0	2		
		Tahoe LT 4x4	\$15,522.84	0	1		
6	Health Facility Maintenance	Passenger Van	\$13,527.12	0	1	1	\$13,527.12
7	IT	T-250 Cargo	\$12,853.20	0	2	2	\$25,706.40
8	Juvenile Court	Rouge S	\$6,564.48	8	0	9	\$66,042.96
		Passenger Van	\$13,527.12	0	1		
9	Library	T-250 Cargo	\$12,853.20	0	2	2	\$25,706.40
10	Marshal	F-150 Responder	\$12,177.60	0	2	34	\$438,947.76
		Interceptor	\$12,562.68	0	22		
		Tahoe PV 4x4	\$13,821.36	0	10		

11	Behavioral Health	Passenger Van	\$13,527.12	0	1	1	\$13,527.12
12	Office of Child Attorn	Rouge S	\$6,564.48	0	4	4	\$26,257.92
13	Police	Interceptor	\$12,562.68	0	4	4	\$50,250.72
14	Sheriff	Camry LE	\$6,884.76	0	1	87	\$1,084,279.68
		Explorer Active	\$9,800.88	0	4		
		F-150 Ext Cab	\$10,770.00	0	1		
		F-150 Responder	\$12,177.60	0	13		
		Frontier S	\$7,873.56	0	1		
		Inmate Trans 350 Cargo	\$12,865.80	0	11		
		Interceptor	\$12,562.68	0	24		
		Kicks S	\$5,521.44	0	1		
		Passenger Van	\$13,527.12	0	1		
		Tahoe PV 4 x 4	\$13,821.36	0	28		
		Trailblazer LT	\$6,099.00	0	2		
15	Solicitor	Explorer Active	\$9,800.88	7	0	7	\$68,606.16
16	Superior Court	Rouge S	\$6,564.48	0	4	4	\$26,257.92
17	Tax Comm	T-250 Cargo	\$12,853.20	0	1	2	\$18,952.20
		Trailblazer LT	\$6,099.00	0	1		
		Total		15	199	214	\$2,404,080.00

2. SFSSD/301 Lease Cost:

	Dept	Description	Annual Cost	New	Replace	Total # Vehicles	Total Cost
1	Police Dept	Ford Active	\$9,800.88	0	1	1	\$9,800.88
		Explorer Police Utility	\$12,562.68	0	7	7	\$87,938.76
		Tahoe Police 4x4	\$13,510.08	0	8	8	\$108,080.64

		F-150 Police Responder	\$12,177.60	0	1	1	\$12,177.60
		Chevy Suburban	\$18,014.64	0	1	1	\$18,014.64
		Total		0	18	18	\$236,012.52

3. Water/Sewer Fund Lease Cost 2025:

	Dept	Description	Annual Cost	New	Replace	Total # Vehicles	Total Cost
1	Public Works	Ford Active	\$9,800.88	0	8	8	\$78,407.04
		Transit 350 Cargo	\$11,891.64	0	2	2	\$23,783.28
		Frontier S	\$7,938.84	0	2	2	\$15,877.68
		F-150 XL 4x4	\$10,770.00	0	33	33	\$355,410.00
		Ford F-250 XLT 4x4	\$13,276.68	0	1	1	\$13,276.68
		Ford F-250 4x4 (Diesel)	\$14,697.84	0	10	10	\$146,978.40
		Ford F-250 4x4 Super Cab	\$11,926.92	0	4	4	\$47,707.68
		F-450 Chassis XL (Diesel)	\$17,529.00	0	7	7	\$122,703.00
		F -550 Chassis XL Flatbed	\$17,852.72	0	1	1	\$17,862.72
		F-550 Chassis XL Stake body	\$18,226.44	0	1	1	\$18,226.44
		Total		0	69	69	\$840,232.92

All but fifteen (15) of the vehicles proposed for this program [eight (8) for Juvenile Court and seven (7) for the Solicitor], will replace older models that have exceeded their useful operational life in accordance with County Policy #400-6 which states that light duty administrative vehicles are to be replaced once they are either five (5) years old or have exceeded 100,000 miles. Pursuit vehicles must be replaced after two (2) years or 100,000 miles.

Community Impact: Reliable service delivery to Fulton County citizens via increased vehicle reliability.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval based on the fact that 27% of the County's fleet will be upgraded to current model year vehicles with a significant reduction in annual vehicle maintenance costs.

Project Implications: The identified vehicles to be replaced have exceeded their useful life based on Policy #400-6. A significant portion of the County fleet will be both more reliable and fuel efficient. The inclusion of preventive maintenance as a part of annual cost will significantly reduce the cost to own and operate the County's fleet.

Community Issues/Concerns: None

Department Issues/Concerns: If replacement of these vehicles through a Cooperative Lease-Purchase Fleet Management Services Program is not approved, the County will continue to have a disproportionate number of vehicles with high maintenance costs due to vehicle age and condition.

Contract Modification No, this is a new procurement

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

Click or tap here to enter text.

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

Exhibit 1: Sourcewell Contract RFP #030122

Exhibit 2: Enterprise Fleet Management Lease Equity 5-year Terms-General Fund

Exhibit 3: Enterprise Fleet Management Lease Equity 5-year Terms-FIB 301

Exhibit 4: Enterprise Fleet Management Lease Equity 5-year Terms-Public Works

Exhibit 5: Master Equity Lease Agreement

Exhibit 6: Full Maintenance Agreement

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

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

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$3,480,325.44
TOTAL:	\$3,480,325.44

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:**

General Fund: 100-999-S100-AVEH - General Fund, Non-Agency, Big Creek To Cobb Diversion, #Multivalue, \$2,404,080.00

Funding Line 2:

SFSSD: 301-999-FIBC-AVEH - South Fulton Sub District, Non-Agency, #Multivalue, \$236,012.52

Funding Line 3:

Water/Sewer Fund: 201-540-5401-AVEH - Water & Sewer Revenue, #Multivalue, \$840,232.92

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: 60 months lease purchase program that is based upon BOC annual approval for each of the next five (5) years subject to availability of adopted budget

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

Yes

Report Period Start:

N/A

Report Period End:

N/A

**Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

B. **WARRANTY.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

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

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. *Use; Quality Control.*

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

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** Intentionally omitted.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Intentionally omitted.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Intentionally omitted.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Intentionally omitted.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

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

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

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

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

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

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

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

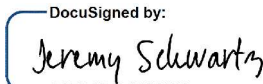
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

Enterprise Fleet Management, Inc.

DocuSigned by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

5/4/2022 | 9:11 AM CDT

Date: _____

DocuSigned by:

EFC279C1DE8D465...

By: _____

Dain Giesie

Title: Vice President

5/4/2022 | 2:58 PM CDT

Date: _____

030122-EFM

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name: Enterprise Fleet Management, Inc.

Does your company conduct business under any other name? If yes, please state: MO

Address: 600 Corporate Park Dr.
St. Louis, MO 63050

Contact: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

Fax: 314-274-5428

HST#: 43-1697807

Submission Details

Created On: Tuesday February 01, 2022 10:13:18

Submitted On: Tuesday March 01, 2022 16:13:51

Submitted By: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609

Submitter's IP Address: 4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Background and History</p> <p>In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.</p> <p>In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.</p> <p>In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.</p> <p>Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.</p> <p>Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <p>Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard...and we reward hard work. Great things happen when we listen...to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open.</p> <p>Business Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p>	*
11	What are your company's expectations in the event of an award?	<p>Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.</p> <p>It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.</p> <p>Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United States, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.</p>	*

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<ul style="list-style-type: none"> o Alberta Corporate License number: 2116040300 o Saskatchewan Corporate License number: 101184133 o Manitoba Corporate License number: 6262881 o GST number: 82540 4205 RT0001: o Saskatchewan PST number: 2476059 o Manitoba PST number: 82540 4205 MC0001 	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)	*
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcwell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541	*
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631	*
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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26	Sales force.	<p>Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.</p> <p>Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:</p> <p>Fleet Management Director</p> <ul style="list-style-type: none"> • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. <p>Fleet Strategy Manager</p> <ul style="list-style-type: none"> • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days <p>Finance Manager</p> <ul style="list-style-type: none"> • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. <p>Account Executive</p> <ul style="list-style-type: none"> • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs <p>Area Sales Manager</p> <ul style="list-style-type: none"> • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed <p>Client Strategy Manager</p> <ul style="list-style-type: none"> • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters <p>Account Fleet Coordinator</p> <ul style="list-style-type: none"> • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	<p>As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.</p> <p>Vehicle Delivery</p> <p>Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.</p> <p>This is what we expect from our CD dealers:</p> <ul style="list-style-type: none"> • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

28	Service force.	<p>Call Center</p> <p>Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates.</p> <p>Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week.</p> <p>The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests.</p> <p>Supplier Network</p> <p>Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.</p> <p>Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.</p> <p>We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Service Quality index (SQi) is an industry leading metric that is core to Enterprise values.</p> <p>Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Customer Service Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <ul style="list-style-type: none"> • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard...and we reward hard work. • Great things happen when we listen...to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open. 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcwell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: <ul style="list-style-type: none"> • A marketing banner on the Sourcwell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. <p>Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.</p>
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcwell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. <p>This will be customized to Sourcwell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.</p> <p>Customer Website – Complete oversight on entire fleet and individual vehicles</p> <ul style="list-style-type: none"> • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle <p>Annual Client Review – Identify and lower costs</p> <ul style="list-style-type: none"> • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs <p>Fleet Planning Toolkit – The right vehicles at the right cost</p> <ul style="list-style-type: none"> • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles <p>Auto Integrate – Minimize downtime</p> <ul style="list-style-type: none"> • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise <p>Mobile App – Convenience for drivers</p> <ul style="list-style-type: none"> • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows:</p> <p>Vehicle Cycling/Fleet Optimization</p> <p>Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling.</p> <p>In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points.</p> <p>Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs.</p> <p>Carbon Reporting and Offsets</p> <p>Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program.</p> <p>Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass.</p> <p>TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings</p>

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
- Duty of Care
- Supplier Code of Conduct
- Human Rights
- Safety Recalls
- Workplace Ethics
- Employment and Equal Opportunity
- Founding Values
- Privacy and Safe Harbor
- Subsidiaries and Franchisees
- Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth.</p> <p>Good Faith Plan</p> <p>Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training.</p> <p>Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE)</p> <ul style="list-style-type: none"> • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & MWBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc. 	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:</p> <ul style="list-style-type: none"> • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors. 	*

Table 9A: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: <ul style="list-style-type: none">• Convenience: Card accepted at more than 180,000 U.S. locations• Security: Cards with driver identification issued to the driver assigned to the vehicle• Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: <ul style="list-style-type: none">• Review transaction activity• Identify potentially abusive or fraudulent behavior• Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: <ul style="list-style-type: none">• Safety: Breakthrough accident detection, safer driving behavior, in-	

vehicle driver coaching

- Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs
- Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring
- Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health
- Compliance: Accurate HOS and/or IFTA reporting

Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- Sourcewell can set up and send automatic service reminders through Enterprise's website

Maintenance Management

With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.

Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQI feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include:</p> <ul style="list-style-type: none"> • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Payment Terms</p> <p>Payment terms are Net 30.</p> <p>Payment</p> <p>Enterprise offers several payment options to our clients:</p> <ul style="list-style-type: none"> • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise's bank
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.</p> <p>Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.</p> <ul style="list-style-type: none"> • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. <p>Open-Ended Lease</p> <p>Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:</p> <ul style="list-style-type: none"> • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights <p>In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow.</p> <p>The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.</p> <p>Lease Terms</p> <p>Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.</p>

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond.</p> <p>Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment.</p> <p>Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs.</p> <p>We have uploaded our pricing materials as instructed.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcwell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.</p> <p>For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.</p>	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00	*
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.	*
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries.</p> <p>Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.</p>	*
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below.</p> <p>Deliveries to qualified members during the term of the contract is \$125.00 per new delivery.</p> <p>Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.</p>	*

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

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:</p> <ul style="list-style-type: none"> • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition.</p> <p>As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes:</p> <ul style="list-style-type: none"> • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs <p>We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle:</p> <ul style="list-style-type: none"> • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Item	Category	Offered	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	<input checked="" type="radio"/> Yes <input type="radio"/> No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- [Financial Strength and Stability](#) - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- [Marketing Plan/Samples](#) - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- [WM8E/M8E/S8E or Related Certificates](#) - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- [Warranty Information](#) - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- [Standard Transaction Document Samples](#) - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- [Upload Additional Document](#) - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	<input checked="" type="checkbox"/>	1

[illegible]

Fulton County
10 Year Lease Projection

Fleet Size 236

	Fleet Size	Owned	Leased	Purchase
Average				\$1,500,000.00
Year 1 ('25)	236	24	212	
Year 2 ('26)	236	236	0	
Year 3 ('27)	236	236	0	
Year 4 ('28)	236	236	0	
Year 5 ('29)	236	236	0	
Year 6 ('30)	236	236	0	
Year 7 ('31)	236	236	0	
Year 8 ('32)	236	236	0	
Year 9 ('33)	236	236	0	
Year 10 ('34)	236	236	0	

Lease	Equity (Owned)	Equity (Leased)	Total Budget	Net Cash
\$2,411,849.52	\$424,000.00		\$ 2,411,849.52	-\$911,849.52
\$2,411,849.52	\$ -		\$ 2,411,849.52	-\$911,849.52
\$2,411,849.52	\$ -		\$ 2,411,849.52	-\$911,849.52
\$2,411,849.52	\$ -		\$ 2,411,849.52	-\$911,849.52
\$2,411,849.52	\$ -		\$ 2,411,849.52	-\$911,849.52
\$ -	\$	2,335,845.00	\$(2,335,845.00)	\$3,835,845.00
\$ -	\$	-	\$ -	\$1,500,000.00
\$ -	\$	-	\$ -	\$1,500,000.00
\$ -	\$	-	\$ -	\$1,500,000.00
\$ -	\$	-	\$ -	\$1,500,000.00
			10 Year Savings	\$5,276,597.40





FLEET MANAGEMENT

Equity Lease Menu Pricing - Estimated

Vehicle Type	Year	Make	Model	Quantity	Term	Estimated Monthly Payment	Estimated Monthly Lease Cost	Estimated Monthly Maintenance Costs	Estimated Full Maintenance Costs	Estimated Monthly Maintenance	Estimated Actual Cost	Vehicle Price	Estimated Residual Cost at Surrender	Cost of Alternative
Mid Size SUV	2025	Ford	Explorer Active	1	60	10,000	\$752.17	\$162.7	\$162.7	\$162.7	\$1,800.00	\$41,344.00	\$9,800.00	\$9,800
1/2 Ton Pickup	2025	Ford	F-150 XL and SuperCab	0	60	10,000	\$856.36	\$86.44	\$86.44	\$867.20	\$10,776.00	\$44,886.00	\$6,400	\$6,400
Pickup SUV	2025	Ford	Explorer Police Utility	7	60	20,000	\$1,036.00	\$6.00	\$6.00	\$1,046.00	\$7,282.00	\$44,334.00	\$87,336.76	\$71,137.00
Pickup Full Size SUV	2025	Chery	Taleno Police Voyager 4x4	8	60	20,000	\$1,176.64	\$6.00	\$1,126.64	\$1,126.64	\$13,516.00	\$54,286.00	\$188,886.64	\$71,633.00
Pickup 1/2 Ton Pickup	2025	Ford	F-150 Police Responder	1	60	20,000	\$1,086.00	\$6.00	\$6.00	\$1,094.00	\$13,176.00	\$43,876.00	\$13,177.00	\$16,533.00
Pickup Full Size SUV	2025	Chery	Solusion (Chery)	1	60	20,000	\$1,496.25	\$6.00	\$6.00	\$1,504.25	\$16,614.00	\$10,166.00	\$16,614.00	

Socio-Economic Indicators		Health Indicators		Education Indicators		Environment Indicators		Infrastructure Indicators			
Indicator	2019	2020	Indicator	2019	2020	Indicator	2019	2020	Indicator	2019	2020
GDP (USD Bn)	120.5	115.2	Life expectancy (years)	75.2	76.5	Enrollment rate (%)	95.1	95.5	Urban population (%)	65.3	66.1
Population (Mn)	10.2	10.5	Infant mortality rate (per 1,000 live births)	12.5	11.8	Gender inequality index	0.65	0.66	Highway network (km)	12,500	12,800
Unemployment rate (%)	7.8	8.2	Maternal mortality ratio (per 100,000 live births)	45.2	43.5	Access to electricity (%)	98.5	99.1	Internet usage (%)	78.2	80.5
Healthcare expenditure (USD Bn)	5.2	5.5	Fertility rate (per 1,000 women)	1.8	1.7	Access to clean water (%)	92.1	93.5	Mobile phone usage (%)	95.1	96.5
Primary school enrollment (Mn)	1.2	1.3	Crude birth rate (per 1,000 live births)	15.2	14.8	Access to sanitation (%)	85.1	86.5	Renewable energy share (%)	12.5	13.2
High school enrollment (Mn)	0.8	0.9	Crude death rate (per 1,000 live births)	8.5	8.2	Access to electricity (rural area) (%)	88.1	89.5	Renewable energy share (rural area) (%)	8.5	9.2
University enrollment (Mn)	0.3	0.4	Crude death rate (rural area) (per 1,000 live births)	10.2	9.8	Access to electricity (urban area) (%)	99.1	99.5	Renewable energy share (urban area) (%)	15.2	16.5
Research and development expenditure (USD Bn)	0.5	0.6	Crude death rate (urban area) (per 1,000 live births)	6.5	6.2	Access to electricity (industrial area) (%)	99.5	99.8	Renewable energy share (industrial area) (%)	18.5	19.2
Government expenditure on health (USD Bn)	2.5	2.8	Crude death rate (total) (per 1,000 live births)	9.2	8.8	Access to electricity (total) (%)	99.2	99.6	Renewable energy share (total) (%)	14.5	15.2
Government expenditure on education (USD Bn)	1.5	1.6	Crude death rate (rural area) (per 1,000 live births)	11.5	11.2	Access to electricity (total) (rural area) (%)	98.8	99.2	Renewable energy share (total) (rural area) (%)	13.5	14.2
Government expenditure on infrastructure (USD Bn)	3.0	3.2	Crude death rate (rural area) (per 1,000 live births)	13.2	12.8	Access to electricity (total) (urban area) (%)	99.4	99.7	Renewable energy share (total) (urban area) (%)	16.5	17.2
Government expenditure on environment (USD Bn)	0.8	0.9	Crude death rate (rural area) (per 1,000 live births)	14.5	14.2	Access to electricity (total) (industrial area) (%)	99.6	99.9	Renewable energy share (total) (industrial area) (%)	19.5	20.2
Government expenditure on health (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	15.8	15.5	Access to electricity (total) (industrial area) (%)	99.7	99.9	Renewable energy share (total) (industrial area) (%)	20.5	21.2
Government expenditure on health (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	16.2	15.8	Access to electricity (total) (industrial area) (%)	99.8	99.9	Renewable energy share (total) (industrial area) (%)	21.5	22.2
Government expenditure on health (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	16.5	16.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	22.5	23.2
Government expenditure on health (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	16.8	16.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	23.5	24.2
Government expenditure on health (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	17.2	16.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	24.5	25.2
Government expenditure on health (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	17.5	17.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	25.5	26.2
Government expenditure on health (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	17.8	17.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	26.5	27.2
Government expenditure on health (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	18.2	17.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	27.5	28.2
Government expenditure on health (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	18.5	18.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	28.5	29.2
Government expenditure on health (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	18.8	18.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	29.5	30.2
Government expenditure on health (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	19.2	18.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	30.5	31.2
Government expenditure on health (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	19.5	19.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	31.5	32.2
Government expenditure on health (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	19.8	19.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	32.5	33.2
Government expenditure on health (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	20.2	19.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	33.5	34.2
Government expenditure on health (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	20.5	20.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	34.5	35.2
Government expenditure on health (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	20.8	20.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	35.5	36.2
Government expenditure on health (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	21.2	20.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	36.5	37.2
Government expenditure on health (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	21.5	21.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	37.5	38.2
Government expenditure on health (total) (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	21.8	21.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	38.5	39.2
Government expenditure on health (total) (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	22.2	21.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	39.5	40.2
Government expenditure on health (total) (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	22.5	22.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	40.5	41.2
Government expenditure on health (total) (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	22.8	22.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	41.5	42.2
Government expenditure on health (total) (total) (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	23.2	22.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	42.5	43.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	23.5	23.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	43.5	44.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	23.8	23.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	44.5	45.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	24.2	23.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	45.5	46.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	24.5	24.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	46.5	47.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	24.8	24.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	47.5	48.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	25.2	24.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	48.5	49.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	25.5	25.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	49.5	50.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	25.8	25.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	50.5	51.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	26.2	25.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	51.5	52.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	26.5	26.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	52.5	53.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	26.8	26.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	53.5	54.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	27.2	26.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	54.5	55.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	27.5	27.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	55.5	56.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	27.8	27.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	56.5	57.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	28.2	27.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	57.5	58.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	28.5	28.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	58.5	59.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	28.8	28.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	59.5	60.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	29.2	28.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	60.5	61.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	29.5	29.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	61.5	62.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	29.8	29.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	62.5	63.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	30.2	29.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	63.5	64.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	30.5	30.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	64.5	65.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	30.8	30.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	65.5	66.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	31.2	30.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	66.5	67.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	31.5	31.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	67.5	68.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	31.8	31.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	68.5	69.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	32.2	31.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	69.5	70.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	32.5	32.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	70.5	71.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	32.8	32.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	71.5	72.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	33.2	32.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	72.5	73.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	33.5	33.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	73.5	74.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	33.8	33.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	74.5	75.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	34.2	33.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	75.5	76.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	34.5	34.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	76.5	77.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	34.8	34.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	77.5	78.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (industrial area) (USD Bn)	0.5	0.6	Crude death rate (rural area) (per 1,000 live births)	35.2	34.8	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	78.5	79.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (USD Bn)	2.5	2.8	Crude death rate (rural area) (per 1,000 live births)	35.5	35.2	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	79.5	80.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (rural area) (USD Bn)	1.2	1.3	Crude death rate (rural area) (per 1,000 live births)	35.8	35.5	Access to electricity (total) (industrial area) (%)	99.9	99.9	Renewable energy share (total) (industrial area) (%)	80.5	81.2
Government expenditure on health (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (total) (urban area) (USD Bn)	1.3	1.5	Crude death rate (rural area) (per 1,000 live births)	36.							

[illegible]

Table 1. The number of cases of COVID-19 in the United States by state and age group, as of March 2020									
State	Age group					Total	Gender	Total	Total
	0-17	18-24	25-34	35-44	45-64				
Alabama	1	1	1	1	1	5	Male	5	5
Alaska	0	0	0	0	0	0	Male	0	0
Arizona	1	1	1	1	1	5	Male	5	5
Arkansas	1	1	1	1	1	5	Male	5	5
California	1	1	1	1	1	5	Male	5	5
Colorado	1	1	1	1	1	5	Male	5	5
Connecticut	1	1	1	1	1	5	Male	5	5
Delaware	1	1	1	1	1	5	Male	5	5
Florida	1	1	1	1	1	5	Male	5	5
Georgia	1	1	1	1	1	5	Male	5	5
Hawaii	1	1	1	1	1	5	Male	5	5
Idaho	1	1	1	1	1	5	Male	5	5
Illinois	1	1	1	1	1	5	Male	5	5
Indiana	1	1	1	1	1	5	Male	5	5
Iowa	1	1	1	1	1	5	Male	5	5
Kansas	1	1	1	1	1	5	Male	5	5
Kentucky	1	1	1	1	1	5	Male	5	5
Louisiana	1	1	1	1	1	5	Male	5	5
Maine	1	1	1	1	1	5	Male	5	5
Maryland	1	1	1	1	1	5	Male	5	5
Massachusetts	1	1	1	1	1	5	Male	5	5
Michigan	1	1	1	1	1	5	Male	5	5
Minnesota	1	1	1	1	1	5	Male	5	5
Mississippi	1	1	1	1	1	5	Male	5	5
Missouri	1	1	1	1	1	5	Male	5	5
Montana	1	1	1	1	1	5	Male	5	5
Nebraska	1	1	1	1	1	5	Male	5	5
Nevada	1	1	1	1	1	5	Male	5	5
New Hampshire	1	1	1	1	1	5	Male	5	5
New Jersey	1	1	1	1	1	5	Male	5	5
New Mexico	1	1	1	1	1	5	Male	5	5
New York	1	1	1	1	1	5	Male	5	5
North Carolina	1	1	1	1	1	5	Male	5	5
North Dakota	1	1	1	1	1	5	Male	5	5
Ohio	1	1	1	1	1	5	Male	5	5
Oklahoma	1	1	1	1	1	5	Male	5	5
Oregon	1	1	1	1	1	5	Male	5	5
Pennsylvania	1	1	1	1	1	5	Male	5	5
Rhode Island	1	1	1	1	1	5	Male	5	5
South Carolina	1	1	1	1	1	5	Male	5	5
South Dakota	1	1	1	1	1	5	Male	5	5
Tennessee	1	1	1	1	1	5	Male	5	5
Texas	1	1	1	1	1	5	Male	5	5
Utah	1	1	1	1	1	5	Male	5	5
Vermont	1	1	1	1	1	5	Male	5	5
Virginia	1	1	1	1	1	5	Male	5	5
Washington	1	1	1	1	1	5	Male	5	5
West Virginia	1	1	1	1	1	5	Male	5	5
Wisconsin	1	1	1	1	1	5	Male	5	5
Wyoming	1	1	1	1	1	5	Male	5	5
Total	1	1	1	1	1	5	Male	5	5

Table 1. The number of cases and deaths by age group and sex												
Age group	Male		Female		Total		Male		Female		Total	
	Cases	Deaths	Cases	Deaths	Cases	Deaths	Cases	Deaths	Cases	Deaths	Cases	Deaths
0-4	10	0	15	0	25	0	10	0	15	0	25	0
5-9	20	0	30	0	50	0	20	0	30	0	50	0
10-14	30	0	40	0	70	0	30	0	40	0	70	0
15-19	40	0	50	0	90	0	40	0	50	0	90	0
20-24	50	0	60	0	110	0	50	0	60	0	110	0
25-29	60	0	70	0	130	0	60	0	70	0	130	0
30-34	70	0	80	0	150	0	70	0	80	0	150	0
35-39	80	0	90	0	170	0	80	0	90	0	170	0
40-44	90	0	100	0	190	0	90	0	100	0	190	0
45-49	100	0	110	0	210	0	100	0	110	0	210	0
50-54	110	0	120	0	230	0	110	0	120	0	230	0
55-59	120	0	130	0	250	0	120	0	130	0	250	0
60-64	130	0	140	0	270	0	130	0	140	0	270	0
65-69	140	0	150	0	290	0	140	0	150	0	290	0
70-74	150	0	160	0	310	0	150	0	160	0	310	0
75-79	160	0	170	0	330	0	160	0	170	0	330	0
80-84	170	0	180	0	350	0	170	0	180	0	350	0
85-89	180	0	190	0	370	0	180	0	190	0	370	0
90-94	190	0	200	0	390	0	190	0	200	0	390	0
95-99	200	0	210	0	410	0	200	0	210	0	410	0
100+	210	0	220	0	430	0	210	0	220	0	430	0
Total	2100	0	2200	0	4300	0	2100	0	2200	0	4300	0

Table 2. The number of cases and deaths by age group and sex

Age group

Male

Female

Total

Male

Female

Total

0-4

10

15

25

10

15

25

5-9

20

30

50

20

30

50

10-14

30

40

70

30

40

70

15-19

40

50

90

40

50

90

20-24

50

60

110

50

60

110

25-29

60

70

130

60

70

130

30-34

70

80

150

70

80

150

35-39

80

90

170

80

90

170

40-44

90

100

190

90

100

190

45-49

100

110

210

100

110

210

50-54

110

120

230

110

120

230

55-59

120

130

250

120

130

250

60-64

130

140

270

130

140

270

65-69

140

150

290

140

150

290

70-74

150

160

310

150

160

310

75-79

160

170

330

160

170

330

80-84

170

180

350

170

180

350

85-89

180

190

370

180

190

370

90-94

190

200

390

190

200

390

95-99

200

210

410

200

210

410

100+

210

220

430

210

220

430

Total

2100

2200

4300

2100

2200

4300

Table 3. The number of cases and deaths by age group and sex

Age group

Male

Female

Total

Male

Female

Total

0-4

10

15

25

10

15

25

5-9

20

30

50

20

30

50

10-14

30

40

70

30

40

70

15-19

40

50

90

40

50

90

20-24

50

60

110

50

60

110

25-29

60

70

130

60

70

130

30-34

70

80

150

70

80

150

35-39

80

90

170

80

90

170

40-44

90

100

190

90

100

190

45-49

100

110

210

100

110

210

50-54

110

120

230

110

120

230

55-59

120

130

250

120

130

250

60-64

130

140

270

130

140

270

65-69

140

150

290

140

150

290

70-74

150

160

310

150

160

310

75-79

160

170

330

160

170

330

80-84

170

180

350

170

180

350

85-89

180

190

370

180

190

370

90-94

190

200

390

190

200

390

95-99

200

210

410

200

210

410

100+

210

220

430

210

220

430

Total

2100

2200

4300

2100

2200

4300

Table 4. The number of cases and deaths by age group and sex

Age group

Male

Female

Total

Male

Female

Total

0-4

10

15

25

10

15

25

5-9

20

30

50

20

30

50

10-14

30

40

70

30

40

70

15-19

40

50

90

40

50

90

20-24

50

60

110

50

60

110

25-29

60

70

130

60

70

130

30-34

70

80

150

70

80

150

35-39

80

90

170

80

90

170

40-44

90

100

190

90

100

190

45-49

100

110

210

100

110

210

50-54

110

120

230

110

120

230

55-59

120

130

250

120

130

250

60-64

130

140

270

130

140

270

65-69

140

150

290

140

150

290

70-74

150

160

310

150

160

310

75-79

160

170

330

160

170

330

80-84

170

180

350

170

180

350

85-89

180

190

370

180

190

370

90-94

190

200

390

190

200

390

95-99

200

210

410

200

210

410

100+

210

220

430

210

220

430

Total

2100

2200

4300

2100

2200

4300

Table 5. The number of cases and deaths by age group and sex

Age group

Male

Female

Total

Male

Female

Total

0-4

10

15

25

10

15

25

5-9

20

30

50

20

30

50

10-14

30

40

70

30

40

70

15-19

40

50

90

40

50

90

20-24

50

60

110

50

60

110

25-29

60

70

130

60

70

130

30-34

70

80

150

70

80

150

35-39

80

90

170

80

90

170

40-44

90

100

190

90

100

190

45-49

100

110

210

100

110

210

50-54

110

120

230

110

120

230

55-59

120

130

250

120

130

250

60-64

130

140

270

130

140

270

65-69

140

150

290

140

150

290

70-74

150

160

310

150

160

310

75-79

160

170

330

160

170

330

80-84

170

180

350

170

180

350

85-89

180

190

370

180

190

370

90-94

190

200

390

190

200

390

95-99

200

210

410

200

210

410

100+

210

220

430

210

220

430

Total

2100

2200

4300

2100

2200

4300

Table 6. The number of cases and deaths by age group and sex

Age group

Male

Female

Total

Male

Female

Total

0-4

10

15

25

10

15

25

5-9

20

30

50

20

30

50

10-14

30

40

70

30

40

70

15-19

40

50

90

40

50

90

20-24

50

60

110

50

60

110

25-29

60

70

130

60

70

130

30-34

70

80

150

70

80

150

35-39

80

90

170

80

90

170

40-44

90

100

190

90

100

190

45-49

100

110

210

100

110

210

50-54

110

120

230

110

120

230

55-59

120

130

250

120

130

250

60-64

130

140

270

130

140

270

65-69

140

150

290

140

150

290

70-74

150

160

310

150

160

310

75-79

160

170

330

160

170

330

80-84

170

180

350

170

180

350

85-89

180

190

370

180

190

370

90-94

190

200

390

190

200

390

95-99

200

210

410

200

210

410

100+

210

220

430

210

220

430

Total

2100

2200

4300

2100

2200

4300

Table 7. The number of cases and deaths by age group and sex

Age group

Male

Female

Total

Male

Female

Total

0-4

10

15

25

10

15

25

5-9

20

30

50

20

30

50

10-14

30

40

70

30

40

70

15-19

40

50

90

40

50

90

20-24

50

60

110

50

60

110

25-29

60

70

130

60

70

130

30-34

70

80

150

70

80

150

35-39

80

90

170

80

90

170

40-44

90

100

190

90

100

190

45-49

100

110

210

100

110

210

50-54

110

120

230

110

120

230

55-59

120

130

250

120

130

250

60-64

130

140

270

130

140

270

65-69

140

150

290

140

150

290

70-74

150

160

310

150

160

310

75-79

160

170

330

160

170

330

80-84

170

180

350

170

180

350

85-89

180

190

370

180

190

370

90-94

190

200

390

190

200

390

95-99

200

210

410

200

210

410

100+

210

220

430

210

220

430

Total

2100

2200

4300

2100

2200

4300

Table 8. The number of cases and deaths by age group and sex

Age group

Male

Female

Total

Male

Female

Total

0-4

10

15

25

10

15

25

5-9

20

30

50

20

30

50

10-14

30

40

70

30

40

70

15-19

40

50

90

40

50

90

20-24

50

60

110

50

60

110

25-29

60

70

130

60

70

130

30-34

70

80

150

70

80

150

35-39

80

90

170

80

90

170

40-44

90

100

190

90

100

190

45-49

100

110

210

100

110

210

50-54

110

120

230

110

120

230

55-59

120

130

250

120

130

250

60-64

130

140

270

130

140

270

65-69

140

150

290

140

150

290

70-74

150

160

310

150

160

310

75-79

160

170

330

160

170

330

80-84

170

180

350

170

180

350

85-89

180

190

370

180

190

370

90-94

190

200

390

190

200

390

95-99

200

210

410

200

210

410

100+

210

220

430

210

220

430

Total

2100

2200

4300

2100

2200

4300

Table 9. The number of cases and deaths by age group and sex

Age group

Male

Female

Total

Male

Female

Total

0-4

10

15

25

10

15

25

5-9

20

30

50

20

30

50

10-14

30

40

70

30

40

70

15-19

40

50

90

40

50

90

20-24

50

60

110

50

60

110

25-29

60

70

130

		2015-2016										2016-2017										2017-2018										2018-2019																																																																				
		1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18																																																																
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

[illegible]

Table 1. The number of cases and deaths by age group and sex									
Age group	Male		Female		Total		Deaths		Total
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage	
0-4	10	0.1	15	0.2	25	0.1	0	0.0	25
5-9	20	0.2	30	0.4	50	0.2	0	0.0	50
10-14	30	0.3	40	0.5	70	0.3	0	0.0	70
15-19	40	0.4	50	0.6	90	0.4	0	0.0	90
20-24	50	0.5	60	0.7	110	0.5	0	0.0	110
25-29	60	0.6	70	0.8	130	0.6	0	0.0	130
30-34	70	0.7	80	0.9	150	0.7	0	0.0	150
35-39	80	0.8	90	1.0	170	0.8	0	0.0	170
40-44	90	0.9	100	1.1	190	0.9	0	0.0	190
45-49	100	1.0	110	1.2	210	1.0	0	0.0	210
50-54	110	1.1	120	1.3	230	1.1	0	0.0	230
55-59	120	1.2	130	1.4	250	1.2	0	0.0	250
60-64	130	1.3	140	1.5	270	1.3	0	0.0	270
65-69	140	1.4	150	1.6	290	1.4	0	0.0	290
70-74	150	1.5	160	1.7	310	1.5	0	0.0	310
75-79	160	1.6	170	1.8	330	1.6	0	0.0	330
80-84	170	1.7	180	1.9	350	1.7	0	0.0	350
85-89	180	1.8	190	2.0	370	1.8	0	0.0	370
90-94	190	1.9	200	2.1	390	1.9	0	0.0	390
95-99	200	2.0	210	2.2	410	2.0	0	0.0	410
100+	210	2.1	220	2.3	430	2.1	0	0.0	430
Total	2100	21.0	2200	22.0	4300	21.5	0	0.0	4300

Table 1. The number of cases and deaths by age group and sex												
Age group	Male		Female		Total		Male		Female		Total	
	Cases	Deaths	Cases	Deaths	Cases	Deaths	Cases	Deaths	Cases	Deaths	Cases	Deaths
0-4	10	0	15	0	25	0	10	0	15	0	25	0
5-9	20	0	30	0	50	0	20	0	30	0	50	0
10-14	30	0	40	0	70	0	30	0	40	0	70	0
15-19	40	0	50	0	90	0	40	0	50	0	90	0
20-24	50	0	60	0	110	0	50	0	60	0	110	0
25-29	60	0	70	0	130	0	60	0	70	0	130	0
30-34	70	0	80	0	150	0	70	0	80	0	150	0
35-39	80	0	90	0	170	0	80	0	90	0	170	0
40-44	90	0	100	0	190	0	90	0	100	0	190	0
45-49	100	0	110	0	210	0	100	0	110	0	210	0
50-54	110	0	120	0	230	0	110	0	120	0	230	0
55-59	120	0	130	0	250	0	120	0	130	0	250	0
60-64	130	0	140	0	270	0	130	0	140	0	270	0
65-69	140	0	150	0	290	0	140	0	150	0	290	0
70-74	150	0	160	0	310	0	150	0	160	0	310	0
75-79	160	0	170	0	330	0	160	0	170	0	330	0
80-84	170	0	180	0	350	0	170	0	180	0	350	0
85-89	180	0	190	0	370	0	180	0	190	0	370	0
90-94	190	0	200	0	390	0	190	0	200	0	390	0
95-99	200	0	210	0	410	0	200	0	210	0	410	0
100+	210	0	220	0	430	0	210	0	220	0	430	0
Total	2100	0	2200	0	4300	0	2100	0	2200	0	4300	0

Source: Ministry of Health, 2020

Notes: Data are preliminary and subject to change.

Abbreviations: COVID-19, Coronavirus Disease 2019; WHO, World Health Organization.

Table 1. The number of cases and deaths by age group and sex												
Age group	Male		Female		Total		Male		Female		Total	
	Cases	Deaths	Cases	Deaths	Cases	Deaths	Cases	Deaths	Cases	Deaths	Cases	Deaths
0-4	10	0	15	0	25	0	10	0	15	0	25	0
5-9	20	0	30	0	50	0	20	0	30	0	50	0
10-14	30	0	40	0	70	0	30	0	40	0	70	0
15-19	40	0	50	0	90	0	40	0	50	0	90	0
20-24	50	0	60	0	110	0	50	0	60	0	110	0
25-29	60	0	70	0	130	0	60	0	70	0	130	0
30-34	70	0	80	0	150	0	70	0	80	0	150	0
35-39	80	0	90	0	170	0	80	0	90	0	170	0
40-44	90	0	100	0	190	0	90	0	100	0	190	0
45-49	100	0	110	0	210	0	100	0	110	0	210	0
50-54	110	0	120	0	230	0	110	0	120	0	230	0
55-59	120	0	130	0	250	0	120	0	130	0	250	0
60-64	130	0	140	0	270	0	130	0	140	0	270	0
65-69	140	0	150	0	290	0	140	0	150	0	290	0
70-74	150	0	160	0	310	0	150	0	160	0	310	0
75-79	160	0	170	0	330	0	160	0	170	0	330	0
80-84	170	0	180	0	350	0	170	0	180	0	350	0
85-89	180	0	190	0	370	0	180	0	190	0	370	0
90-94	190	0	200	0	390	0	190	0	200	0	390	0
95-99	200	0	210	0	410	0	200	0	210	0	410	0
100+	210	0	220	0	430	0	210	0	220	0	430	0
Total	2100	0	2200	0	4300	0	2100	0	2200	0	4300	0

Source: Ministry of Health, 2020

Notes: Data are preliminary and subject to change.

Abbreviations: COVID-19, Coronavirus Disease 2019; WHO, World Health Organization.

Fulton County
10 Year Lease Projection

Fleet Size 236

	Fleet Size	Owned	Leased	Purchase
Average				\$1,500,000.00
Year 1 ('25)	236	236	0	
Year 2 ('26)	236	236	0	
Year 3 ('27)	236	236	0	
Year 4 ('28)	236	236	0	
Year 5 ('29)	236	236	0	
Year 6 ('30)	236	236	0	
Year 7 ('31)	236	236	0	
Year 8 ('32)	236	236	0	
Year 9 ('33)	236	236	0	
Year 10 ('34)	236	236	0	



FLEET

Lease		Equity (Owned)	Equity (Leased)	Total Budget	Net Cash
\$	-	\$	-	\$	-
\$	-	\$	-	\$	-
\$	-	\$	-	\$	-
\$	-	\$	-	\$	-
\$	-	\$	-	\$	-
\$	-		\$	-	\$
\$	-		\$	-	\$
\$	-		\$	-	\$
\$	-		\$	-	\$
\$	-		\$	-	\$
				10 Year Savings	\$15,000,000.00

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MANAGEMENT

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EQUIPMENT LEASE PRICE * ESTIMATED

Vehicle Type	Year	Make	Model	Quantity	Term	Estimated Monthly Payment	Estimated Monthly Lease Cost	Estimated Full Maintenance Costs	Estimated Monthly Maintenance	Estimated Annual Cost	Vehicle Price	Estimated Annual Cost (By Quantity)	Cost of Alternative
Small SUV	2025	Toyota	RAV4 S	6	60	10,000	\$936.47	\$66.35	\$666.12	\$6,321.44	\$71,695.26	\$6,321.44	\$4,000
Mid-Size SUV	2025	Ford	Explorer Active	8	60	10,000	\$976.17	\$56.27	\$919.91	\$9,806.98	\$41,334.00	\$9,806.98	\$5,000
1 Ton Cargo Van	2025	Ford	Transit-350 Cargo	2	60	10,000	\$917.27	\$73.60	\$843.67	\$11,697.44	\$50,338.00	\$11,697.44	\$4,000
Small Pickup	2025	Toyota	Proace S	2	60	10,000	\$956.43	\$66.44	\$889.99	7938.84	\$27,986.00	\$7938.84	\$4,000
1/2 Ton Pickup	2025	Ford	F-150 XL 4x4 Supercab	13	60	10,000	\$826.36	\$96.14	\$922.50	\$10,773.00	\$44,886.00	\$10,773.00	\$2,500.00
3/4 Ton Pickup	2025	Ford	Ford F450 3/4 4x4 Crew cab(gas)	1	60	10,000	\$1,676.62	\$91.27	\$1,585.35	\$13,276.68	\$55,036.00	\$13,276.68	\$3,500.00
1/4 Ton Pickup	2025	Ford	Ford F450 4x4 Crew cab LWB (diesel)	19	60	10,000	\$1,157.10	\$93.30	\$1,063.80	\$14,697.44	\$46,696.00	\$14,697.44	\$3,500.00
3/4 Ton Pickup	2025	Ford	Ford F450 4x4 Supercab(gas)	4	60	10,000	\$993.41	\$6.00	\$987.41	\$11,676.00	\$46,696.00	\$11,676.00	\$3,500.00
Cab Chassis	2025	Ford	F450 Chassis XL 4x4 (diesel)	7	60	10,000	\$1,654.75	\$6.00	\$1,648.75	\$17,530.00	\$68,886.00	\$17,530.00	\$29,750.00
Cab Chassis	2025	Ford	F450 Chassis XL (diesel)	1	60	10,000	\$1,482.46	\$6.00	\$1,476.46	\$17,662.72	\$72,596.00	\$17,662.72	\$11,500.00
Cab Chassis	2025	Ford	F450 Chassis XL (Bodybody)	1	60	10,000	\$1,510.67	\$6.00	\$1,504.67	\$18,266.44	\$71,695.00	\$18,266.44	\$13,750.00

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Fulton County
10 Year Lease Projection

Fleet Size 236

	Fleet Size	Owned	Leased	Purchase
Average				\$1,500,000.00
Year 1 ('25)	236	167	69	
Year 2 ('26)	236	167	69	
Year 3 ('27)	236	167	69	
Year 4 ('28)	236	167	69	
Year 5 ('29)	236	167	69	
Year 6 ('30)	236	236	0	
Year 7 ('31)	236	236	0	
Year 8 ('32)	236	236	0	
Year 9 ('33)	236	236	0	
Year 10 ('34)	236	236	0	



FLEET

Lease	Equity (Owned)	Equity (Leased)	Total Budget	Net Cash
\$ 840,160.92	\$ 138,000.00		\$ 840,160.92	\$659,839.08
\$ 840,160.92	\$ -		\$ 840,160.92	\$659,839.08
\$ 840,160.92	\$ -		\$ 840,160.92	\$659,839.08
\$ 840,160.92	\$ -		\$ 840,160.92	\$659,839.08
\$ 840,160.92	\$ -		\$ 840,160.92	\$659,839.08
\$ -		\$ 686,987.00	\$ (686,987.00)	\$2,186,987.00
\$ -		\$ -	\$ -	\$1,500,000.00
\$ -		\$ -	\$ -	\$1,500,000.00
\$ -		\$ -	\$ -	\$1,500,000.00
\$ -		\$ -	\$ -	\$1,500,000.00
10 Year Savings				\$11,486,182.40

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MANAGEMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0350

Meeting Date: 5/7/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 25ITB1315442C-JNJ, Preventive and Predictive Maintenance Services for Chillers in the total amount not to exceed \$1,200,000.00 with (A) Daikin Applied Americas Inc. (Minneapolis, MN) in an amount not to exceed \$400,000.00; (B) Mechanical Services, Inc. (Marietta, GA) in an amount not to exceed \$400,000.00; and, (C) Mallory & Evans (Scottsdale, GA) in an amount not to exceed \$400,000.00, to provide standby on-site preventive and predictive maintenance services for chillers 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 *(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: These contracts furnish all materials, labor, tools, equipment, parts, and appurtenances necessary to provide standby on-site preventive and predictive maintenance services for chillers on an "as needed" basis for Countywide facilities for FY2025.

Scope of Work: The scope of work includes but not limited to:

(A) Annual Task Requirements for Chillers:

1. General Maintenance (equipment testing)
2. Lube System (analysis of the oil & disposing waste in compliance with EPA/OSHA)
3. Purge System (Shutdown/start up services)
4. Controls (check and calibrate operation)
5. Electrical Systems
6. Condenser and Evaporator Tubes
7. Cooling Tower

(B) Reports:

1. Final survey and inspection reports on chillers and cooling towers
2. System evaluation

(C) Infrequent Maintenance Requirements:

1. Refrigerant analysis
2. Replacing oil
3. Eddy current analysis of evaporator and condenser tube bundles
4. Vibration analysis and infrared testing

(D) Repairs:

1. Obtained approval from DREAM HVAC Maintenance Team before proceeding on repairs

Community Impact: These contracts have direct impact. Maintaining chillers in a working condition ensures proper air quality and temperature in all County buildings visited by the public.

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' prices for (A.) Cost of Annual Maintenance, (B.) Annual Maintenance of Cooling Tower for each site, the combined total of both (A) & (B), and hourly labor rates for services rendered during normal business hours and after-hours for Fiscal Year 2025 (Original Term). Also, bidder(s) must provide proof of required professional certified trained technician licenses such as: Georgia Conditioned Air Contractor License Class II and Refrigerant License issued by EPA which is a requirement to be considered for an award with Fulton County.

Evaluation Process:

The County received and evaluated seven (7) bid responses to the solicitation. Daikin Applied Americas Inc. submitted the overall lowest base bid @ \$65,865.00, followed by the 2nd lowest bid by Mechanical Services, Inc. @ \$74,100.00, 3rd lowest bid by Malley & Evans @ \$90,000.00, 4th lowest bid by HVAC Allies @ \$103,934.40, 5th lowest bid by Trane U.S., Inc. @ \$121,226.26, 6th lowest bid by Maxair Mechanical @ \$127,670.00, and 7th lowest bid by Johnson Controls @ \$147,110.00.

Conclusion:

DREAM recommends the overall lowest and the 2nd and 3rd lowest most responsive and responsible bidders respectively: Daikin Applied American Inc., Mechanical Services, Inc and Mallory & Evans, to provide on-site preventive and predictive maintenance services of chillers for Fulton County facilities in FY2025.

Having multiple contractors will provide the County with maximum sufficient manpower resources and the maximum flexibility required to respond to the scope and complexity of the County's needs. Each of the three (3) HVAC/Chiller's contractors have current or previous contracts with Fulton County and have performed very well demonstrating a high degree of technical competency as stated in their performance reports (see Exhibit 2).

These are time and material contracts. The requested spending authority in the total amount of \$1,200,000.00 for FY2025 will cover the costs for any situation that may arise for replacement of parts/components and laboring for maintenance repairs services rendered. The manufacturers' specified OEM replacement parts/components on array types of chiller and cooling tower systems with sizes varying from 20 to 880 tons capacity throughout Fulton County.

Project Implications: These contracts prevent major shutdowns of mechanical system chillers and cooling towers. These contracts also provide for system annual maintenance and selective infrequent services to include equipment testing, system evaluation, shutdown/start-up services and certification reporting for the respective equipment.

Community Issues/Concerns: These contracts ensure the preventive and predictive maintenance of chillers which helps operate County buildings with suitable air quality. Not having this service could affect community members visiting public County buildings including Libraries and Health Clinics.

Department Issues/Concerns: If these contracts are not approved, DREAM does not have the in-house capacity or expertise to service the County's HVAC chillers resulting in deferred maintenance of capital assets critical to the continuity of operations of the County.

Contract Modification: This is a new procurement.

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

(A)

Contract Value:	\$400,000.00
Prime Vendor:	Daikin Applied Americas Inc.
Prime Status:	Non-Minority
Location:	Marietta, GA
County:	Cobb County
Prime Value:	\$400,000.00 or 100.00%

Total Contract Value:	\$400,000.00 or 100.00%
Total Certified Value:	\$ -0-

(B)

Contract Value: \$400,000.00
Prime Vendor: Mechanical Services, Inc.
Prime Status: White Female Business Enterprise
Location: Hapeville, GA
County: Fulton County
Prime Value: \$400,000.00 or 100.00%

Total Contract Value: \$400,000.00 or 100.00%
Total Certified Value: \$-0-

(C)

Contract Value: \$400,000.00
Prime Vendor: Mallory & Evans
Prime Status: Non-Minority
Location: Scottdale, GA
County: DeKalb County
Prime Value: \$382,000.00 or 95.50%

Subcontractor: Central Electrical Systems, Inc
Subcontractor Status: Non-Minority
Location: Rome, GA
County: Floyd County
Subcontractor Value: \$18,000.00 or 4.5%

Total Contract Value: \$400,000.0 or 100.00%
Total Certified Value: \$ -0-

Grand Contract Value: \$1,200,000.00 or 100.00%
Grand Certified Value: \$400,000.00 or 33.33%

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: \$1,200,000.00
TOTAL: \$1,200,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

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

100-520-5225-1116: General, Real Estate and Asset Management, Building Maintenance- \$300,000.00; Capital funded funding lines TBD - \$900,000.00. This is a Standby Contract that is dependent on availability of both capital and operating funding for major repairs that may arise on array types of chillers and cooling towers systems throughout County facilities and manufacturer's specified OEM replacement components during services as identified" for spending authority for FY2025.

Key Contract Terms	
Start Date: Upon execution of contracts	End Date: 12/31/2025
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: TV one-year renewal options

Overall Contractor Performance Rating:

Mechanical Services, Inc. 97
Mallory & Evans 85
Daikin Applied 79

Would you select/recommend this vendor again?

Yes

Report Period Start: **Report Period End:**

Agenda Item No.: 25-0350

Meeting Date: 5/7/2025

10/1/2024

12/31/2024

[illegible]

Bid # 24ITB1315442C-JNJ	
BID DESCRIPTION: Preventive and Predictive Maintenance S	
REQUESTING DEPARTMENT:Real Estate and Asset Managen	

SI.No	Building Name	Manufacturer	Capacity in Tons	Refrigerent	Refrigerent Analysis	Refrigerent Charging per lb	Oil Replacement per gallon
1	Central Library	MCQUAY	200	R134	\$ 330.00	\$ 28.80	\$ 246.00
2	Central Library	MCQUAY	300	R134	\$ 330.00	\$ 28.80	\$ 246.00
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A
4	Auburn Avenue Research Library	MCQUAY	80	R22	\$ 330.00	\$ 150.00	\$ 114.00
5	Auburn Avenue Research Library	MCQUAY	80	R22	\$ 330.00	\$ 150.00	\$ 114.00
6	Justice Tower	TRANE	880	R123	\$ 330.00	\$ 30.00	\$ 186.00
7	Justice Tower	TRANE	880	R123	\$ 330.00	\$ 30.00	\$ 186.00
8	Justice Tower	TRANE	200		\$ 330.00	\$ 30.00	\$ 186.00
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A
10	Government Center	CARRIER	400	134a	\$ 330.00	\$ 28.80	\$ 246.00
11	Government Center	CARRIER	600	134a	\$ 330.00	\$ 28.80	\$ 246.00
12	Government Center	CARRIER	600	134a	\$ 330.00	\$ 28.80	\$ 246.00
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A

14	Center for Health and Rehabilitation	TRANE	100	R134	\$ 330.00	\$ 28.80	\$ 246.00
15	Center for Health and Rehabilitation	TRANE	100	R134	\$ 330.00	\$ 28.80	\$ 246.00
16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A
17	Helene S Mills Senior MP Center	CARRIER	80	134a	\$ 330.00	\$ 28.80	\$ 246.00
18	Helene S Mills Senior MP Center	CARRIER	80	134a	\$ 330.00	\$ 28.80	\$ 246.00
19	Juvenile Justice Center	McQuay	200	R134	\$ 330.00	\$ 28.80	\$ 246.00
20	Juvenile Justice Center	McQuay	200	R134	\$ 330.00	\$ 28.80	\$ 246.00
21	Juvenile Justice Center	McQuay	100	R134	\$ 330.00	\$ 28.80	\$ 246.00
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A
23	Medical Examiner's Office	TRANE	100	R134	\$ 330.00	\$ 28.80	\$ 246.00
24	Harriett G. Darnell Sr.Facility	TRANE	110	R134	\$ 330.00	\$ 28.80	\$ 246.00
25	Harriett G. Darnell Sr.Facility	TRANE	110	R134	\$ 330.00	\$ 28.80	\$ 246.00
26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R22	\$ 330.00	\$ 28.80	\$ 246.00
Sl.No	Building Name	Manufacturer	Capacity in Tons	Refrigerent	Refrigerent Analysis	Refrigerent Charging per lb	Oil Replacement per gallon
27	Northeast Regional Library	YORK	120	R22	\$ 330.00	\$ 130.00	\$ 114.00
28	Jefferson Place Homeless Complex	CARRIER	209	R22	\$ 330.00	\$ 130.00	\$ 114.00
29	Jefferson Place Homeless Complex	TRANE	100	R22	\$ 330.00	\$ 130.00	\$ 114.00
30	North Fulton Service Center	TRANE	90	R134	\$ 330.00	\$ 28.80	\$ 246.00
31	North Fulton Service Center	TRANE	90	R134	\$ 330.00	\$ 28.80	\$ 246.00
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A
33	Northwest Library	YORK	80	R134	\$ 330.00	\$	\$

34	Tom Lowe Shooting Grounds	CARRIER	200	R22	\$ 330.00	\$ 130.00	\$ 114.00
35	Southwest Regional Library	CARRIER	90	R134	\$ 330.00	\$ 28.80	\$ 246.00
36	College Park Health Center	TRANE	30	R410	\$ 330.00	\$ 24.00	\$ 246.00
37	College Park Health Center	TRANE	30	R410	\$ 330.00	\$ 24.00	\$ 246.00
38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A
40	South Fulton Service Center	TRANE	90	R134	\$ 330.00	\$ 28.80	\$ 246.00
41	South Fulton Service Center	TRANE	91	R134	\$ 330.00	\$ 28.80	\$ 246.00
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A
43	Health and Human Services Bldg	McQuay	90	R410	\$ 330.00	\$	\$
44	East Roswell Library	EVAPCO	90	R134	N/A	N/A	N/A
45	Milton Library	McQuay	90	R134	\$ 330.00	\$ 28.80	\$ 246.00
46	Wolf Creek Library	YORK	90	R134	\$ 330.00	\$ 28.80	\$ 246.00
47	Alphretta Library	McQuay	90	R134	\$ 330.00	\$ 28.80	\$ 246.00
Pricing for Labor Charges 2025							
1	Labor charges per hour applicable <u>for normal hours of operation</u> (7:00 A.M. - 5:00 P.M. , Monday through Friday excluding Fulton County observed holidays)				\$ 189.00		
2	Labor charges per hour applicable <u>after normal hours of operation</u> (5:01 P.M. - 6:59 A.M. , Monday through Friday, all Weekend days and Fulton County observed holidays: New Year's Eve, New Year's Day, MLK Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus, Veteran's day, Thanksgiving Eve, Thanksgiving Dat, Christmas Eve, Christmas Day)				\$ 210.00		
GRAND TOTAL:							
BASE BID AMOUNT							
BIDS MAILED							
BIDS RECEIVED:						7	NO-BIDS:

Services of Chillers	
nent	
VENDOR CODE	VENDOR CODE
VENDOR NAME	VENDOR NAME
HVAC Allies, LLC	
ADDRESS	ADDRESS
479 Yolanda Trail Lawrenceville, GA 30294	
TELEPHONE	TELEPHONE
(470) 421-6567	
CONTACT:	CONTACT
Thaddeus Reay	

Ebbby Current - Condenser & Evaporator	(A) Cost of Annual Maintenance	(B) Annual Maintenance of Cooling Tower each site	Total of (A) + (B)	Refrigerent Analysis	Refrigerent Charging per lb	Oil Replacement per gallon	Ebbby Current - Condenser & Evaporator
\$ 3,222.00	\$ 3,547.20	N/A	\$ 3,547.20				
\$ 3,222.00	\$ 3,547.20	N/A	\$ 3,547.20				
N/A	N/A	\$1,804.80	\$ 1,804.80				
\$	\$1,804.80	N/A	\$1,804.80				
\$	\$1,804.80	N/A	\$1,804.80				
\$ 7,890.00	\$ 4,608.00	\$	\$ 4,608.00				
\$ 7,890.00	\$ 4,608.00	\$	\$ 4,608.00				
\$ 7,890.00	\$ 4,608.00	\$	\$ 4,608.00				
N/A	N/A	\$ 3,609.60	\$ 3,609.60				
\$ 5,784.00	\$ 3,547.20	\$	\$ 3,547.20				
\$ 7,890.00	\$ 4,608.00	\$	\$ 4,608.00				
\$ 7,890.00	\$ 4,608.00	\$	\$ 4,608.00				
N/A	N/A	\$ 3,609.60	\$ 3,609.60				

\$ 2,502.00	\$ 1,804.80	\$	\$ 1,804.80				
\$ 2,502.00	\$ 1,804.80	\$	\$ 1,804.80				
N/A	N/A	\$ 1,804.80	\$ 1,804.80				
\$ -	\$ 1,804.80	N/A	\$ 1,804.80				
\$ -	\$ 1,804.80	N/A	\$ 1,804.80				
\$ 3,222.00	\$ 3,547.20	\$	\$ 3,547.20				
\$ 3,222.00	\$ 3,547.20	\$	\$ 3,547.20				
\$ 3,222.00	\$ 1,804.80	\$	\$ 1,804.80				
N/A	N/A	\$ 1,804.80	\$ 1,804.80				
2,502.00	\$ 1,804.80	N/A	\$ 1,804.80				
2,502.00	\$ 1,804.80	N/A	\$ 1,804.80				
2,502.00	\$ 1,804.80	N/A	\$ 1,804.80				
2,502.00	\$ 1,804.80	N/A	\$ 1,804.80				
2,502.00	\$ 1,804.80	N/A	\$ 1,804.80				
Ebby Current - Condenser & Evaporator	(A) Cost of Annual Maintenance	(B) Annual Maintenance of Cooling Tower each site	Total of (A) + (B)	Refrigerent Analysis	Refrigerent Charging per lb	Oil Replacement per gallon	Ebby Current - Condenser & Evaporator
\$2,502.00	\$ 1,804.80	N/A	\$ 1,804.80				
\$2,502.00	\$ 1,804.80	N/A	\$ 1,804.80				
\$2,502.00	\$ 1,804.80	N/A	\$ 1,804.80				
\$2,502.00	\$ 1,804.80	\$	\$ 1,804.80				
\$2,502.00	\$ 1,804.80	\$	\$ 1,804.80				
N/A	N/A	\$ 1,804.80	\$ 1,804.80				
\$	\$	N/A	\$				

\$ 3,222.00	\$ 1,804.80	\$	\$ 1,804.80				
\$	\$ 1,804.80	\$	\$ 1,804.80				
\$	\$ 897.60	\$	\$ 897.60				
\$	\$ 897.60	\$	\$ 897.60				
N/A	N/A	\$1,804.80	\$1,804.80				
N/A	N/A	\$	\$				
\$	\$ 1,804.80	\$	\$ 1,804.80				
\$	\$ 1,804.80	\$	\$ 1,804.80				
N/A	N/A	\$1,804.80	\$1,804.80				
\$	\$	N/A	\$				
N/A	N/A	\$1,804.80	\$1,804.80				
\$	\$ 1,804.80	\$	\$ 1,804.80				
\$	\$ 1,804.80	\$	\$ 1,804.80				
\$	\$ 1,804.80	\$	\$ 1,804.80				
4th Lowest Bidder							
\$103,934.40							
				ASSISTANT PURCHASING AGENT: Jake			
				CHIEF ASSISTANT: Mark Hawks			

	<div> <div>Bid Close</div> <div>3/12/2025</div> </div>
	CONTACT
CODE	VENDOR CODE
NAME	VENDOR NAME
ADDRESS	ADDRESS
PHONE	TELEPHONE
CONTACT:	CONTACT:

(Original Term)	YEAR 2

[illegible]

Elijah Johnson, APA, Team C							

[illegible]

2 OF 2

VENDOR CODE
VENDOR NAME
ADDRESS
TELEPHONE
CONTACT:

Refrigerent Charging per lb	Oil Replacement per gallon	Ebbby Current - Condencer & Evaporator	(A) Cost of Annual Maintenance	(B) Annual Maintenance of Cooling Tower each site	Total of (A) + (B)

Performance Evaluation Details

ID	E7
Project	PREVENTIVE AND PREDICTIVE MAINTENANCE SERVICES FOR CHILLERS
Project Number	21ITB130146C-GS
Supplier	Mechanical Services, Inc.
Supplier Project Contact	Ben Ralston (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	02/12/2025
Evaluation Type	Formal
Interview Date	10/01/2024
Expectations Meeting Date	12/31/2024
Status	Completed
Publication Date	02/12/2025 10:43 AM EST
Completion Date	02/12/2025 10:43 AM EST
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

MSI lead the pack with customer service and overall workmanship

Performance Evaluation Details

ID	E9
Project	PREVENTIVE AND PREDICTIVE MAINTENANCE SERVICES FOR CHILLERS
Project Number	21ITB130146C-GS
Supplier	DAIKIN Applied
Supplier Project Contact	Joseph Williams (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	02/12/2025
Evaluation Type	Formal
Interview Date	10/01/2024
Expectations Meeting Date	12/31/2024
Status	Completed
Publication Date	02/12/2025 09:49 AM EST
Completion Date	02/12/2025 09:49 AM EST
Evaluation Score	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

Not Specified

TIMELINESS OF PERFORMANCE

14/20

Rating

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

Comments

some issues securing parts in a timely manner

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

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

higher cost compared to other vendors

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	D/B Services for the Replac. and/or Refurb. of Air Handling Units, Phase III
Project Number	#22RFP136813K-DB
Supplier	Mallory Evans Service Inc
Supplier Project Contact	John j Catalfano (preferred language: English)
Performance Program	Construction Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	03/20/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	03/20/2025 12:17 PM EDT
Completion Date	03/20/2025 12:17 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

SCHEDULE

17/20

Rating

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

Comments

On a whole, M & E has met key milestones per the contract and have proven to be a reliable entity. There were numerous occasions in which Siemens Technologies were called upon for their services and they delivered within an acceptable timetable and provided a resolution. They have recently completed a critical project and upgraded the HVAC equipment on our facilities and it went with minimal issues.

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

M & E responsiveness to inquiries has been prompt coming from their service manager and field technicians. Invoices have been received on time and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Overall, when M&E completed their contractual agreement we were satisfied. M&E's staff provided on-site customer care visits to affirm the status of Fulton County satisfaction with their services. Again, their field technicians displayed a high level of professionalism and often went out their way by sending status reports on the weekends to ensure that DREAM's key personnel were updated on their progress reports.

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

Proactive approach to cost control in some cases allowed us to reduce cost overall. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

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

During this review period, M&E Applied Services has fully complied with all work plans. Their technicians are very knowledgeable and professional. Their communication with DREAM personnel has been very detailed as it pertains to services rendered.

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 26, 2025

SUBJECT: Recommendation Award – ITB #25ITB1315442C-JNJ,
Preventive and Predictive Maintenance Services for
Chillers –FY20255

Recommendation: We are recommending approval of the lowest responsible bidders for Bid #25ITB1315442C-JNJ, Preventive and Predictive Maintenance Services for Chillers in the total amount not to exceed \$1,200,000.00 with (A) Daikin Applied (Marietta, GA) in the amount not to exceed \$400,000.00 and (B) Mechanical Services, Inc. (Marietta, GA) in the amount not to exceed \$400,000.00, and (C) Mallory & Evans (Scottdale, GA) in the amount not to exceed \$400,000.00, to provide standby on-site preventive and predictive maintenance services for chillers 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' prices for (A.) Cost of Annual Maintenance, (B.) Annual Maintenance of Cooling Tower for each site, the combine total of both (A) & (B), and hourly labor rates for services rendered during normal business hours and after-hours for Fiscal Year 2025 (Original Term). Also, bidder(s) must provide proof of required professional certified trained technician licenses such as: Georgia Conditioned Air Contractor License Class II and Refrigerant License issued by EPA which is a requirement to be considered for an award with Fulton County.

Evaluation Process: The County received and evaluated seven (7) bid responses to the solicitation. Daikin Applied submitted the overall lowest base bid @ \$65,865.00, then followed by 2nd lowest Mechanical Services, Inc. @ \$74,100.00, 3rd lowest Malley & Evans @ \$90,000.00, 4th lowest HVAC Allies @ \$103,934.40, 5th Lowest Trane U.S., Inc. @ \$121,226.26, 6th lowest Maxair Mechanical @ \$127,670.00, and 7th lowest Johnson Controls @ \$147,110.00.

Conclusion: After careful review, DREAM recommends the overall lowest and the 2nd and 3rd most responsive and responsible bidders respectively: Daikin Applied, Mechanical Services, Inc and Mallory & Evans, to provide on-site preventive and predictive maintenance services of chillers for Fulton for Fulton County facilities in FY2025.

	Recommended Bidders	Base Bid Amount	Award Authority
1	Dakin Applies	\$65,865.00	\$400,000.00
2	Mechanical Services, Inc.	\$74,100.00	\$400,000.00
3	Mallory & Evans	\$90,000.00	\$400,000.00
4	HVAC Allies	\$103,934.40	Not Recommended
5	Trane U.S., Inc.	\$121,226.26	Not Recommended
6	Maxair Mechanical	\$127,670.00	Not Recommended
7	Johnson Controls	\$147,110.00	Not Recommended

Having multiple contractors will provide the County with maximum sufficient manpower resources and the maximum flexibility required to respond to the scope and complexity of the County's needs. Each of the three (3) HVAC/Chiller's contractors have current or previous contracts with Fulton County and have performed very well demonstrating a high degree of technical competency as stated in their performance reports (see Exhibit 2).

These are time and material contracts. The requested spending authority in the total amount of \$1,200,000.00 for FY2025 will cover the replacement of parts/components and laboring for maintenance repairs. The manufacturers' specified OEM replacement parts/components on array types of chiller and cooling tower systems with sizes varying from 20 to 880 tons capacity throughout Fulton County.

Funding for this recommendation is the account for FY2025: #100-520-5225-1116 in the amount of \$1,200,000.00 "This is a Standby Contract that is dependent on availability of capital funding for major replacement on array types of chillers and cooling towers systems throughout County facilities and manufacturer's specified OEM replacement components during services as identified for spending authority for FY2025".

Authorized Signature: Joseph N. Davis Date: 3.26.25
(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
Dexter Dyer, Building Maintenance Manager, DREAM
Carlos Sutton, Trade Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Jakeiah Johnson, 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.: 25-0351

Meeting Date: 5/7/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of recommended proposals - Department of Real Estate and Asset Management, 24RFP103124C-MH, General Landscaping and Lawncare Services for Countywide Facilities in the total amount not to exceed \$1,628,000.00 with (A) ReIMAGE General Contractors, LLC (Atlanta, GA) in an amount not exceed \$1,350,000.00; and (B) Georgia Green Grounds Care LLC (Marietta, GA) in an amount not to exceed \$278,000.00, to provide on-site landscape/ground maintenance and lawn care services for 108 County-owned sites to include the Fulton County Executive Airport - Charlie Brown Field. Effective upon execution of contracts through December 31, 2025, with two renewal options.

Requirement for Board Action

In accordance with Purchasing Code Section 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: These contracts provide on-site general landscaping and lawn care for 108 countywide facilities (North Fulton - 20 sites and South Fulton - 88 sites). The contracts include, but are not limited to, maintenance of ground covers, annuals, perennials, shrubs, trees, and irrigation systems. The maintenance shall include, but not be limited to, application of fertilizers, herbicides, pesticides, watering, pruning, weeding, deadheading, replacement planting (as approved

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

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

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

(A) North Fulton Sites:

Georgia Green Grounds Care LLC will provide comprehensive grounds and turf management program to include routine landscape maintenance, design and installation, arborist, and landscape architect services for 20 sites located in North Fulton area.

Abernathy Arts Center	North Training Center
ADTC	Northeast Inspector
Alpharetta Branch	Northside Branch
Buckhead Branch	Ocee Branch
Dorothy Benson Senior Ctr	Peachtree Branch
East Roswell Branch	Roswell Branch
North Fulton Health	Sandy Springs Branch
Milton Branch	Turner Field Lots
NE/Spruill Oaks	Water Resources Building
North Annex	Morgan Falls

(B) South Fulton Sites:

ReIMAGE General Contractors, LLC will provide comprehensive grounds and turf management program to include routine landscape maintenance, design and installation, arborist, and landscape architect services for 88 sites to include Fulton County Executive Airport-Charlie Brown located in South Fulton area.

Adams Park
Adamsville Branch
Adamsville Health Center
Airport Complex (DREAM)
Airway Motel
Auburn Avenue Branch
Auburn Senior Center
Bowden Senior Center
Camp Truitt -1
Camp Truitt -2
Hapeville Branch
Hapeville Health Center
Jail Complex
Jerre Wells Health
Justice Center
Juvenile Court
Kirkwood Branch
Knight Hotel
Mechanicsville Branch
Medical Examiner's
Southwest Branch
Stewart-Lakewood
Washington Park
West End Arts
West End Branch
West Mental Health

Wolf Creek Amphitheater
Wolf Creek Branch
Wolf Creek Trail
Jail Complex

Central Training Center
Charles Justice Center
Cleveland Ave Branch
College Park Branch
College Park Health Center
Commerce Way Parkway
Community Club House
Darnell Senior Center
David Hagin Firing Range
Dogwood Branch
Metro Library
Mills Senior Center
MLK Jr. Branch
Neighborhood Health
New Beginnings Senior Ctr.
North West Atlanta
Oak Hill Senior Center
Old National Police
Palmetto Branch
Palmetto Senior Center
Jail Complex Parking
Village Drive Parcel
Fifty-Four Columns-Art
Red Roof Inn Hotel
Mercury Dr. Parcel
Gas Station Fulton Ind.

McDonald's Building
South Fulton Health
Loch Lomand Trail
Church Street Property

Dogwood Senior Center
East Atlanta Branch
East Point Branch
Election Warehouse
Election Prep Center
Executive Hotel
Fairburn Branch
Fire Station
DREAM Service Bldg.
Hammond House
Police Major Case
Police Tactical
Ponce De Leon Branch
Public Safety Training
Quality Living Center
SE Senior Center
South Annex
South Fulton Branch
South Training Center
Southeast Branch
Jonesboro Road
Dill Avenue
Airport Complex-2
Stone Wall Tell Maint.
Fulton County Animal Svs.
Fulton County Public-
Safety Training Center

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

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

After reviewing seven (7) qualified firm's proposals, the evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the following proposals submitted by ReIMAGE General Contractors, LLC (91.43%) and Georgia Green Grounds Care LLC (77.1%) are the two recommended contractors to provide General Landscaping and Lawn Care Services for Countywide Facilities for FY2025.

The recommended contractors have a current contract with Fulton County and have performed

outstanding and highly competent as a Landscape Contractor for the Department of Real Estate and Asset Management as stated in their performance reports (Exhibit 2).

These contracts are time and materials and requested spending authority in the total amount of \$1,628,000.00 is sufficient to cover the costs for additional landscape enhancement, required removal of debris and clean-up, and schedule routine landscape maintenance services of all 108 County-owned site including Airport for FY2025.

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

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

Department Issues/Concerns: If these contracts are not approved, this will affect the Department's ability to address the needs for full on-site lawn care maintenance services for 108 County-wide facilities and including Fulton County Executive Airport - Charlie Brown Field.

Contract Modification: This a new procurement.

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

Total Contract Value: \$1,628,000.00

(A)

Contract Value: \$1,296,000.00
Prime Vendor: ReIMAGE General Contractors, LLC
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$1,296,000.00 or 96.00%

Subcontractor: All Turf, Inc.
Subcontractor Status: Non-Minority
Location: Loganville, GA
County: Walton County
Subcontractor Value: \$54,000.00 or 4.00%

Total Contract Value: \$1,350,000.00 or 100.00%
Total Certified Value: \$1,296,000.00 or 96.00%

(B)

Contract Value: \$222,400.00
Prime Vendor: Georgia Green Grounds Care LLC
Prime Status: Non-Minority
Location: Marietta, GA

County:	Cobb County
Prime Value:	\$278,000.00 or 80.00%
Subcontractor:	Bubba Stump Grinding
Subcontractor Status:	Hispanic Male Business Enterprise
Location:	Acworth, GA
County:	Cobb County
Subcontractor Value:	\$55,600.00 or 20.00%
Total Contract Value:	\$278,000.00 or 100.00%
Total Certified Value:	\$55,600.00 or 20.00%
Grand Contract Value:	\$1,628,000.00 or 100.00%
Grand Certified Value:	\$1,351,600.00 or 83.02%

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

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor's Performance Reports

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:	\$1,628,000.00
TOTAL:	\$1,628,000.00

Grant Information Summary

Agenda Item No.: 25-0351

Meeting Date: 5/7/2025

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:

100-520-5222-1160: General, Real Estate and Asset Management, Professional Services-
\$1,350,000.00

Funding Line 2:

200-540-5601-1160: Airport, Public Works, Professional Services- \$100,000.00

Funding Line 3:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services- \$35,288.00

Funding Line 4:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services- \$42,712.00

Key Contract Terms	
Start Date: Upon contract executions	End Date: 12/31/2025
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: Two one-year renewal options

Overall Contractor Performance Rating:

ReIMAGE- 100

Georgia Green- 91

Would you select/recommend this vendor again?

Yes

Report Period Start:

10/1/2024

Report Period End:

12/31/2024



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: March 7, 2025

PROJECT: 24RFP103124C-MH, "General Landscaping and Lawn Care Services for Countywide Facilities"

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of Real Estate and Asset Management.

Seven (7) qualified firms submitted proposals for evaluation and consideration for award of the General Landscaping and Lawn Care Services for Countywide Facilities for this project:

1. Relmage General Contractors, LLC
2. Georgia Green Grounds Care, LLC
3. Crabapple LandscapExperts
4. Yellowstone Landscape-Southeast, LLC
5. WorldScapes-LGP, LLC
6. Residential Enhancements, Inc. d/b/a REGlobal
7. United Land Services, LLC

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 **Relmage General Contractors, LLC** with a total score of **91.43**, and **Georgia Green**, with a total score of **77.1** are the recommended vendors for the award of #24RFP103124C-MH, "General Landscaping and Lawn Care Services for Countywide Facilities".

Evaluation Committee Recommendation Letter
March 7, 2025Page | 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.

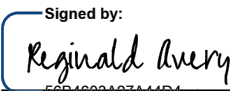
SELECTION COMMITTEE MEMBERS:

Signed by:

BC0DD5DCBDC4A0...
Kier Freeman, Fleet Mgr

Signed by:

B4F5B83650D0462...
Larry White, SUPERVISOR

Signed by:

56D4603A27A44D4...
Reginald Avery, crewlead

Evaluation Committee Recommendation Letter
March 7, 2025Page | 3

EVALUATION CRITERIA	WEIGHT	ReImage General Contractors, LLC	Georgia Green Grounds Care, LLC	Crabapple Landscape Experts	Yellowstone Landscape- Southeast, LLC	WorldScapes -LGP, LLC	Residential Enhancements, Inc., d/b/a RE Global	United Land Services, LLC
Project Plan/Approach to Work	28	28	23.33	25.67	25.67	18.67	21	18.67
Qualification of Key Personnel	15	15	12.50	8.75	10	8.75	8.75	8.75
Relevant Project Experience/Past Performance	20	20	18.33	13.33	15	10	10	11.67
Availability of Key Personnel	10	10	8.33	5	5	5	5	5.83
Local Preference	5	5	0	0	0	5	0	0
Service Disabled Veterans Preference	2	0	0	0	0	0	0	0
Cost Proposal	20	13.43	14.61	17.72	14.26	20	15.56	9.89
TOTAL SCORE:	100.00	91.43	77.10	70.47	69.93	67.42	60.31	54.81

**To sum Total Score columns highlight the row and press F9*

Performance Evaluation Details

ID	E8
Project	General Landscaping & Lawn Care Services for Countywide Facilities
Project Number	22RFP041122C-MH
Supplier	ReIMAGE General Contractors, LLC
Supplier Project Contact	Monica Cainion (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	01/13/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/13/2025 06:37 AM EST
Completion Date	01/13/2025 06:37 AM EST
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E9
Project	General Landscaping & Lawn Care Services for Countywide Facilities
Project Number	22RFP041122C-MH
Supplier	Georgia Green
Supplier Project Contact	Mark Gregory (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	01/13/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/13/2025 06:35 AM EST
Completion Date	01/13/2025 06:35 AM EST
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

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

Comments

Not Specified

SCHEDULE

17/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0352

Meeting Date: 5/7/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a recommended proposal - Department of Real Estate and Asset Management, RFP#24RFP143594C-JNJ, Landfill Post Closure Services in the amount not to exceed \$806,000.00 with Atlantic Coast Consulting, Inc. (Roswell, GA), to provide landfill post closure services at Merk Miles and Morgan Falls Landfills for Fulton County. Effective upon execution on contract through December 31, 2025, with two (2) one-year renewal options.

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

In accordance with Purchasing Code Section 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This contract provides post closure services to Fulton County for FY2025 for two (2) municipal solid waste landfills: 1) Merk Miles located in Southwest Fulton County and 2) Morgan Falls located in Sandy Springs.

Scope of Work: Contract provides all necessary professional services, project management, and administrative support to implement and monitor post closure services for the scope of work as indicated in the following areas:

- A. Project Management, Scheduling, Recordkeeping and Reporting
- B. Implementation of Health and Safety Programs
- C. Landfill Compliance Inspections
- D. Landfill Gas System (LFG) Management
- E. Methane Monitoring and Reporting
- F. Groundwater and Surface Water Monitoring and Reporting
- G. Landfill Maintenance at Merk Miles and Morgan Falls Landfills

All work shall be performed in compliance with the guidelines set forth by the Georgia Department of Environmental Protection Division (GA EPD).

Community Impact: Without this contract, the County's citizens would experience environmental hazards emanating from the landfills.

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

After reviewing one (1) qualified firm's proposal, the evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP and the Evaluation Committee has determined that the following proposal submitted by Atlantic Coast Consulting, Inc. is the recommended contractor.

A single bid analysis was conducted, and the Department of Purchasing & Contract Compliance has determined it is in the County's best interest to proceed with awarding this procurement.

The requested spending authority in the total amount of \$806,000.00 is an increase of \$59,300.00 over 2024 for landfill post closure services. The spending authority in the total amount of \$806,000.00 for FY2025 is being requested to cover the costs for landfill post closure services in the amount of \$490,000.00, and an additional \$316,000.00 is needed for the Morgan Falls dam/pond demolition that has recently been mandated by the GA EPD. The Morgan Falls landfill has an existing large dam and detention pond structure which are deteriorating.

Project Implications: County would face serious penalties from the Georgia Department of Natural Resources, Environmental Protection Division if the services provided by this contract are not performed.

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

Department Issues/Concerns: If this contract is not approved, the County does not have the ability to provide the required post-closure services and would be in violation of GA EPD regulations.

Contract Modification No, this a new procurement

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

Contract Value: **\$806,000.00**

Prime Vendor: Atlantic Coast Consulting, Inc
Prime Status: Non-Minority
Location: Roswell, GA
County: Fulton County
Prime Value: \$668,776.00 or 75.00%

Subcontractor: BMS Enterprise
Subcontractor Status: African American Male Business Enterprise
Location: Conyers, GA
County: Rockdale County
Subcontractor Value: \$100,00.00 or 18.00%

Subcontractor: eurofins Environmental Testing America
Subcontractor Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: \$37,224.00 or 7.00%

Total Contract Value: \$806,000.00 or 100.00%
Total Certified Value: \$100,000.00 or 18.00%

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

Exhibit 1: Evaluation Committee Recommendation Letter
Exhibit 2: Performance Evaluation

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$806,000.00
TOTAL: \$806,000.00

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

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

100-520-5408-1160: General, Real Estate and Asset Management, Professional Services- \$490,000.00

Funding Line 2:

500-520-5200-G069: Capital, Real Estate and Asset Management, Morgan Fall Dam - \$316,000.00

Key Contract Terms	
Start Date: Upon contract execution	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: Two one-year renewal options

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

Yes

Report Period Start:

10/1/2025

Report Period End:

12/31/2025



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: April 2, 2025

PROJECT: 24RFP143594C-JNJ, "Landfill Post Closure"

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Real Estate and Asset Management.

One (1) qualified firm submitted proposals for evaluation and consideration for award of the Landfill Post Closure Services for this project:

1. Atlantic Coast Consulting, 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 **Atlantic Coast Consulting, Inc.** with a total score of **91.83**, is the recommended vendor for the award of #24RFP14359c_JNJ, "Landfill Post Closure".

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:

Anthony Spencer, Asst. Admin. Fleet Maintenance
Department of Real Estate & Asset Management

Shaista Begum, Staff Engineer Senior
Department of Real Estate & Asset Management

Timothy Dimond, Deputy Director
Department of Real Estate & Asset Management

Evaluation Committee Recommendation Letter

April 2, 2025

Page 3

EVALUATION CRITERIA	WEIGHT	Atlantic Coast Consulting, Inc..
Project Plan/Approach to Work	17	15.58
Qualification of Key Personnel	16	13.33
Relevant Project Experience/Past Performance	20	20.00
Availability of Key Personnel	25	22.92
Local Preference	5	5
Service Disabled Veterans Preference	2	0
Cost Proposal	15	15
TOTAL SCORE:	100	91.83

**To sum Total Score columns highlight the row and press F9*

Performance Evaluation Details

ID	E5
Project	Landfill Post Closure Services
Project Number	21RFP130049C-CG
Supplier	Atlantic Coast Consulting, Inc.
Supplier Project Contact	Kate Schlueter (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	02/14/2025
Evaluation Type	Formal
Interview Date	02/14/2025
Expectations Meeting Date	02/14/2025
Status	Completed
Publication Date	02/14/2025 02:22 AM EST
Completion Date	02/14/2025 02:22 AM EST
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

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

Comments

Atlantic Coast Consulting (ACC) staff is expert in landfill operations and possess all technical certification required to certify reports and deliverables for EPD on as needed basis. They provide effective management and testing for all landfill samples meeting EPD deadlines in timely manner. County has access to all reports and information at all times needed for landfill post closure activities.

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

Reports and projects have been submitted within the time frame specified by EPD to meet all regulatory deadlines. ACC is available on site within hours of any emergency/issue arise from weather or equipment.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

ACC is highly professional and technical in landfill gas management and post closure care. They are up to date on regulatory requirements and certification. Quality of reports and data have been satisfactory and up to the market standards.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

ACC has an open communication with County and respond with proper documentations within hour of any concern/issue. They have full staff of technical personnel who are available by email or phone to answer any question promptly.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Staff at ACC is up to date on industry practices and standards and comply with all EPD changing requirements in timely manner. They provide great communication with EPD in order to manage the project effectively.

GENERAL COMMENTS

Comments

Staff at ACC is up to date on industry practices and standards and provide all information and invoices promptly and in timely manner. They have been meeting EPD requirements throughout the contract period. Staff is accessible and professional to support county responsibilities of post closure care for the two closed landfills.

Single Bid/Quote Analysis Form

Date: 4/4/2025

Requesting Department: Real Estate and Asset Management

Solicitation Number: 24RFP143594C-JNJ

Title: Landfill Post Closure Services

Bid / Proposal Due Date: 10/30/2024

Brief Description: to provide Landfill Post Closure Services for Fulton County

Number of Notifications: 17

Instructions: Complete this form when only one bid is received in response to an ITB, RFP or E-Quote.

RANDOM CANVASSING OF OTHER VENODRS:

(1) Lack competency (2) Poor timing (3) Lack resources (4) Short response due date (5) Other

1. Vendor:	Irs Land Services
Contact Person:	Logan Severa
Phone Number:	404-889-1105
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> No Response
Comments	Vendor looked at the scope of work and was no longer interested
2. Vendor:	Jones & Jordan Solutions, LLC
Contact Person:	Calvin Jones
Phone Number:	678-492-0134
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
Comments	Sent an email to follow-up with no response
3. Vendor:	McCoy Grading, Inc.
Contact Person:	Kim Sinclair
Phone Number:	7066722690
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> No Response
Comments	Sent an email to follow-up with no response

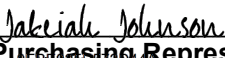
4. Vendor:	Geva Imprint
Contact Person:	Deronte Williams
Phone Number:	Derontewilliams@gmail.com
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
Comments	Sent an email to follow-up with no response
5. Vendor:	SCS Engineers
Contact Person:	Renee Roman
Phone Number:	813-804-6730
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> No Response
Comments	Click here to enter text.

Additional vendors can be added if needed.

RECOMMENDATION AND SUGGESTIVE COURSE OF ACTION:

- ☒ Award Contract Basis:
- ☐ Re-solicit
- ☐ Other

DocuSigned by:



Purchasing Representative
(CAPA/APA/PO Completing Form)

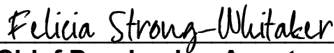
APA

Title

04/08/2025 | 4:26 PM EDT

Date

Signed by:



Chief Purchasing Agent

04/11/2025 | 4:10 PM EDT

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0353

Meeting Date: 5/7/2025

Department

Human Resources Management

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

Request approval of an amendment to the Pregnant Worker Fairness Act Policy ("PWFAP") - Department of Human Resources Management and the Department of Diversity and Civil Rights Compliance (DCRC). Originally adopted via Resolution #23-0884 in December 2023.

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

Pursuant to Section 3, Paragraph 1 of the Fulton County Civil Service Act of 1982, as amended, and Fulton County Personnel Policy 001-16 (General Provisions) any additions, rescissions and/or amendments to the County's Personnel Policies must be approved by the Board of Commissioners.

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: These revisions have been recommended by the County Attorney's Office following the Board's previous adoption of the Pregnant Worker Fairness Act Policy ("PWFAP") via Resolution #23-0884 in December 2023 and are intended to ensure that the language of the County policy more closely aligns with the language of the federal statute and applicable federal regulations.

Community Impact: There is no community impact.

Department Recommendation: The Department recommends approval.

Project Implications: There are no project implications.

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

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

Fiscal Impact / Funding Source

Funding Line 1:

n/a



PERSONNEL POLICY

SUBJECT: PREGNANT WORKERS FAIRNESS ACT

DATE: TBD

Number: TBD

I. Statement of the Policy

It is the policy of Fulton County to fully comply with the Pregnant Workers Fairness Act (PWFA). Fulton County will provide reasonable accommodations to applicants and employees with known limitations related to pregnancy, childbirth, or related medical conditions. Further, Fulton County will not tolerate discrimination against qualified applicants or employees based on the need or potential need for reasonable accommodation under the PWFA, or for requesting or using a reasonable accommodation under the PWFA.

II. Background and Applicability

The PWFA is a federal law requiring covered employers to provide reasonable accommodations to an employee's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation would cause the employer undue hardship. Effective on June 27, 2023, the PWFA extends protection to employees and applicants who have known limitations related to pregnancy, childbirth, or related medical conditions.

This policy is intended to assist all Fulton County employees with PWFA compliance; to provide full and equal access to employment opportunities; to assist qualified employees and applicants who may be impacted by limitations related to pregnancy, childbirth, or related medical conditions; and to provide reasonable accommodation(s) which may enable qualified employees to perform the essential functions of their positions, unless the accommodation would result in undue hardship to Fulton County. This policy shall be administered by the Department of Diversity and Civil Rights Compliance (DCRC).

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

III. Establishment and Implementation of Procedure

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

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



PERSONNEL POLICY

SUBJECT: PREGNANT WORKERS FAIRNESS ACT

DATE: TBD

Number: TBD

I. Statement of the Policy

It is the policy of Fulton County to fully comply with the Pregnant Workers Fairness Act (PWFA). Fulton County will provide reasonable accommodations to applicants and employees with known limitations related to pregnancy, childbirth, or related medical conditions. Further, Fulton County will not tolerate discrimination against qualified applicants or employees based on the need or potential need for reasonable accommodation under the PWFA, or for requesting or using a reasonable accommodation under the PWFA.

II. Background and Applicability

The PWFA is a federal law requiring covered employers to provide reasonable accommodations to an employee's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation would cause the employer undue hardship. Effective on June 27, 2023, the PWFA extends protection to employees and applicants who have known limitations related to pregnancy, childbirth, or related medical conditions.

This policy is intended to assist all Fulton County employees with PWFA compliance; to provide full and equal access to employment opportunities; to assist qualified employees and applicants who may be impacted by limitations related to pregnancy, childbirth, or related medical conditions; and to provide reasonable accommodation(s) which may enable qualified employees to perform the essential functions of their positions, unless the accommodation would result in undue hardship to Fulton County. This policy shall be administered by the Department of Diversity and Civil Rights Compliance (DCRC).

III. Establishment and Implementation of Procedure

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

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

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0308

Meeting Date: 5/7/2025

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. **(HELD ON 4/16/25)**

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:**

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 (10th) 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 (10th) 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.: 25-0354

Meeting Date: 5/7/2025

Department

Community Development

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

Request approval of a recommended proposal - Department of Community Development, 25RFP247583B-EC, Housing Rehabilitation Program in an amount not to exceed \$860,341.54 with Meals on Wheels, Inc. (Atlanta, GA), to provide housing rehabilitation services including general program administration, marketing, customer relations, applicant screening and qualification, project management, contractor oversight and reporting. Effective upon BOC approval through December 31, 2025 with two renewal options.

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

In accordance with the Purchasing Code Section 102-374, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Owner-Occupied Rehabilitation Program is funded through a federal grant awarded to Fulton County by the U.S. Department of Housing and Urban Development (HUD) and General Funds. The implementing agency is responsible for carrying out all aspects of the program in accordance with adopted policies, procedures, and applicable HUD regulations. The Department of Community Development provides overall program oversight, including policy guidance and managing community relations related to the program. Housing rehabilitation is a key service outlined in Fulton County's Consolidated Plan and 2024 Annual Action Plan to support

residents in need.

Scope of Work: The Owner-Occupied Rehabilitation Program provides a mechanism for eligible homeowners to bring their eligible house into compliance with local codes and provide safe, decent housing for lower income individuals with priority given to seniors. Program funds are issued to contractors that perform specified repairs to the dwellings of eligible homeowners.

Community Impact: Community Development, through the recommended Housing Rehabilitation Program, will be able to deliver quality housing improvement services to Fulton County constituents.

Department Recommendation: After reviewing and evaluating all information in accordance with the RFP requirements and evaluation criteria, the Evaluation Committee recommends Meals on Wheels to provide housing rehabilitation services for Community Development, as required by HUD.

The Department of Community Development ("Community Development") recommends approval of a contract with Meals on Wheels, Inc in the amount of \$860,341.54 (\$212,466 in CDBG Grant Funds and \$647,875.54 in General Funds) to deliver its Owner-Occupied Housing Rehabilitation Program.

Project Implications: Approving this recommendation will enable Community Development to fulfill the requirements outlined in the Consolidated Plan of promoting neighborhood sustainability and addressing the needs of Fulton County homeowners.

Community Issues/Concerns: The Department has not identified any community issues or concerns regarding this request.

Department Issues/Concerns: The Department has not identified any departmental issues or concerns regarding this request.

Contract & Compliance Information

Prime Vendor: Meals on Wheels
Prime Status: Non-Profit
Location: Atlanta, GA
County: Fulton County
Prime Value: \$860,341.54 or 100.00%

Subcontractor: Harvey Home Builders
Subcontractor Status: African American Female Business Enterprise- Certified
Location: Alpharetta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: Clearview Contractors, Inc.
Subcontractor Status: African American Male Business Enterprise -Non- Certified
Location: Snellville, GA
County: Gwinnett County

Contract Value: \$TBD

Subcontractor: Continental Engineering & Construction Co.
Subcontractor Status: African American Male Business Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: Energy Construction Solutions, Inc.
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Stockbridge, GA
County: Henry County
Contract Value: \$TBD

Subcontractor: Hawk Construction Company, LLC
Subcontractor Status: African American Male Business Enterprise-Certified
Location: Ellenwood, GA
County: DeKalb County
Contract Value: \$TBD

Subcontractor: Holland Legacy
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: Kanoom Construction, LLC
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: Technaserv Corporation
Subcontractor Status: Hispanic Male Business Enterprise-Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: The Chester Group, Inc.
Subcontractor Status: African American Male Business Enterprise- Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: The Inspection Company of Georgia, Inc.
Subcontractor Status: Non-Minority

Location: Decatur, GA
County: DeKalb County
Contract Value: \$TBD

Subcontractor: The Sadiq Group, LLC
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: \$TBD

Subcontractor: Southeast Lead Consultants, Inc.
Subcontractor Status: Non-Minority
Location: Cartersville, GA
County: Bartow County
Contract Value: \$TBD

Total Contracting Value: \$860,341.54 or 100.00% (Non-Profit)
Total M/FBE Value: \$TBD

Exhibits Attached:

Exhibit 1: Evaluation Committee Recommendation Letter
Exhibit 2: Performance Evaluation

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

Stanley Wilson, Director Community Development (404) 612-7378

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$860,341.54
TOTAL: \$860,341.54

Grant Information Summary

Agenda Item No.: 25-0354

Meeting Date: 5/7/2025

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:

865-121-8621-V109-GY24-85D: Community Development Block Grant, Community Development, Housing Rehabilitation - \$212,466.00

Funding Line 2:

100-121-18HR-V109: General Fund - \$647,875.54

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: TV renewal options

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:

10/1/2024

Report Period End:

12/31/2024

Performance Evaluation Details

ID	E7
Project	Fulton County Housing and Rehabilitation Program
Project Number	22RFP026A-CJC
Supplier	Meals On Wheels Atlanta
Supplier Project Contact	Vona Cox (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	02/19/2025
Evaluation Type	Formal
Interview Date	02/19/2025
Expectations Meeting Date	02/19/2025
Status	Completed
Publication Date	02/19/2025 03:17 PM EST
Completion Date	02/19/2025 03:17 PM EST
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

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

Comments

Meals on Wheels has provided favorable service delivery for the project.

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

Meals on Wheels has provided favorable service delivery for the project.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

Meals on Wheels has provided favorable service delivery for the project.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Meals on Wheels has provided favorable service delivery for the project.

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

Meals on Wheels has provided favorable service delivery for the project.

GENERAL COMMENTS

Comments

Meals on Wheels has provided favorable service delivery for the project. This service provider helped Fulton County Community Development Department to exceed its annual goals for providing Housing Rehabilitation services to seniors within Fulton County.



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: March 18, 2025

PROJECT: #25RFP1347583B-EC, Fulton County Housing Rehabilitation Program

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Community Development.

Four (4) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Meals on Wheels Atlanta
2. Residential Enhancements, Inc., d/b/a RE Global
3. Greenheart Humanitas Inc.
4. Aldridge Services 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 Meals on Wheels Atlanta, is the recommended vendor for the award of #25RFP1347583B-EC, Fulton County Housing Rehabilitation Program with a final score of **84.73%**.

Evaluation Committee Recommendation Letter

Date: March 18, 2025

#25RFP1347583B-EC, Fulton County Housing Rehabilitation Program

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:

DocuSigned by:

Kim Benjamin

4E90CCFDB9CD495...

Kim Benjamin

Community Development Manager

DocuSigned by:

Ann Isaac

554A8CBC75BB40A...

Ann Isaac

Coordinator 1

Signed by:

Felicia Chambers

FE0C7C8B9DF74EF...

Felicia Chambers

Financial Services Manager

DocuSigned by:

Vanessa Montford

F6B91064483F4BC...

Vanessa Montford

Administrative Coordinator

Evaluation Committee Recommendation Letter
 Date: March 18, 2025
 #25RFP1347583B-EC, Fulton County Housing Rehabilitation Program
 Page | 3

EVALUATION CRITERIA	WEIGHT	Meals On Wheels Atlanta	Residential Enhancements, Inc., d/b/a RE Global	Greenheart Humanitas Inc.	Aldridge Services Inc
Project Plan/Approach to Work	25%	20.31%	14.06%	15.63%	10.94%
Qualifications of Key Personnel	25%	21.88%	17.19%	15.63%	10.94%
Relevant Project Experience	20%	18.75%	11.25%	10.00%	6.25%
Availability of Personnel	13%	11.38%	8.13%	8.94%	6.50%
Leverage (Other Non-County Funds or In-Kind Donations)	5%	5.00%	5.00%	5.00%	5.00%
Service Disabled Veterans Preference	2%	0.00%	0.00%	0.00%	2.00%
Cost Proposal	10%	7.41%	7.41%	7.41%	10.00%
TOTAL SCORE:	100.00%	84.73	63.04%	62.61%	51.63pts

Certificate Of Completion

Envelope Id: 49699E70-E3E5-4741-832A-E420B8859D04

Status: Completed

Subject: 25RFP1347583B-EC, Evaluation Committee Recommendation Letter.doc

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 0

Elsa D. Castro

AutoNav: Enabled

141 Pryor Street

Envelopeld Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Atlanta, GA 30303

elsa.castro@fultoncountygga.gov

IP Address: 172.56.66.41

Record Tracking

Status: Original

Holder: Elsa D. Castro

Location: DocuSign

3/18/2025 6:07:27 PM

elsa.castro@fultoncountygga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

Signer Events

Signature

Timestamp

Kim Benjamin

Kim.Benjamin@fultoncountygga.gov

Fulton County Government

Security Level: Email, Account Authentication (None)

DocuSigned by:

Kim Benjamin
4F90CCFDB9CD495...

Sent: 3/18/2025 6:18:27 PM

Viewed: 3/20/2025 10:49:00 AM

Signed: 3/20/2025 10:49:10 AM

Signature Adoption: Pre-selected Style

Using IP Address: 174.163.12.33

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ann Isaac

Ann.Isaac@fultoncountygga.gov

Fulton County Government

Security Level: Email, Account Authentication (None)

DocuSigned by:

Ann Isaac
554A8CBC75BB40A...

Sent: 3/20/2025 10:49:12 AM

Viewed: 3/20/2025 11:37:11 AM

Signed: 3/20/2025 12:35:30 PM

Signature Adoption: Pre-selected Style

Using IP Address: 76.122.81.61

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Felicia Chambers

Felicia.Chambers@fultoncountygga.gov

Community Development

Security Level: Email, Account Authentication (None)

Signed by:

Felicia Chambers
FF0C7C8B9DF74EF...

Sent: 3/20/2025 12:35:32 PM

Viewed: 3/20/2025 1:17:01 PM

Signed: 3/20/2025 1:17:18 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.184.92.129

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Vanessa Montford

Vanessa.Montford@fultoncountygga.gov

Fulton County Government

Security Level: Email, Account Authentication (None)

DocuSigned by:

Vanessa Montford
F6B91064483F4BC...

Sent: 3/20/2025 1:17:20 PM

Viewed: 3/20/2025 1:41:21 PM

Signed: 3/20/2025 1:42:57 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.184.132.64

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2025 6:18:27 PM
Certified Delivered	Security Checked	3/20/2025 1:41:21 PM
Signing Complete	Security Checked	3/20/2025 1:42:57 PM
Completed	Security Checked	3/20/2025 1:42:57 PM
Payment Events	Status	Timestamps



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0355

Meeting Date: 5/7/2025

Department

Public Works

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

Request approval to increase the spending authority - Department of Public Works, 22ITBC077A-KM, Landscaping Restoration Services, in an amount not to exceed \$13,192.30, with Mariani Enterprises, LLC d.b.a. Ed Castro (Roswell, GA), to provide design, fertilizing, and planting services in North and South Fulton. Effective upon BOC approval through December 31, 2025.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works is requesting an increase in spending authority to Mariani Enterprises, LLC dba Ed Castro Landscape, Inc. to provide Landscaping Restoration Services when private property is disturbed during water and sewer maintenance activities in both the North and South Fulton County service areas.

Scope of Work: This contract provides landscaping restoration services along private property that may be disturbed during the repair of sewer and/or water lines during emergency and maintenance

activities by the Department of Public Works or a contractor.

Based on the estimated unit quantities requested in the Contract, the Contractor has proposed revised unit pricing based on the actual needs of the County. Unit pricing for 25 items were decreased and one (1) line item unit price increased which results in an overall increase of 10% based on the County's utilization of the contract (see Exhibit 1). If approved, this increase in spending authority will result in a contract value not to exceed \$145,115.30 for 2025.

Community Impact: Public Works aims to provide a speedy restoration of the customer's landscaped property and ensure no soil erosion enters the stormwater system. Failure to renew the contract may result in slower restoration of customers' property and additional soil erosion entering the stormwater system.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: If this request is not awarded the Department of Public Works' ability to adequately provide timely restoration of customer's property and prevent additional soil erosion from entering the stormwater system will be negatively affected.

Community Issues/Concerns: No issues or concerns have been raised to Public Works staff.

Department Issues/Concerns: There are no issues/concerns known to Public Works staff.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0016	01/4/2023	\$131,923.00
1st Renewal	23-0664	10/4/2023	\$131,923.00
2 nd Renewal	24-0668	10/16/2024	\$131,923.00
Amendment #1			\$13,192.30
Total Revised Amount			\$408,961.30

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

Contract Value: \$13,192.30

Prime Vendor: Mariani Enterprises, LLC DBA Ed Castro

Prime Status: Non-Minority

Location: Roswell, GA

County: Fulton County

Prime Value: \$11,332.19 or 85.90%

Subcontractor: CMG Landscape and Maintenance

Subcontractor Status: African American Male Business Enterprise

Location: Roswell, GA

County: Fulton County

Contract Value: \$757.24 or 5.74%

Subcontractor: Complete Facility
Subcontractor Status: African American Female Enterprise
Location: Suwanee, GA
County: Gwinnett County
Contract Value: \$757.24 or 5.74%

Subcontractor: One Two Tree
Subcontractor Status: White Female Business Enterprise
Location: Marietta, GA
County: Fayette County
Contract Value: \$345.64 or 2.62%

Total Contract Value: \$13,192.30 or 100.00%
Total Certified Value: \$1,860.12 or 14.10%

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

Exhibit 1: Unit Cost Sheet
Exhibit 2: Performance Evaluation
Exhibit 3: Proposal Letter
Exhibit 4: Amendment No. 1 to Form of Contract

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

Roy Barnes, 404-612-6317

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$131,923.00
Previous Adjustments: \$263,846.00
This Request: TOTAL: \$13,192.30 \$408,961.30

Grant Information Summary

Amount Requested: ☐ Cash

Agenda Item No.: 25-0355

Meeting Date: 5/7/2025

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

201 540 5459 1160: Water & Sewer Revenue, Public Works, Professional Services - \$48,371.75

Funding Line 2:

201 540 5469 1160: Water & Sewer Revenue, Public Works, Professional Services - \$48,371.75

Funding Line 3:

203 540 5453 1160: Water & Sewer R & E, Public Works, Professional Services - \$48,371.75

Key Contract Terms	
Start Date: BOC approval	End Date: 12/31/2025
Cost Adjustment: N/A	Renewal/Extension Terms: N 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:
7/31/2024

FINAL PRICING PROPOSAL

Mariani Enterprises, LLC dba Ed Castro Landscape

	UNIT	QTY	Price	Total	
Bermuda Sod	SQF	12000	3.22	38640.00	x
Centipede Sod	SQF	6000	1.65	9900.00	
Zoyzia Sod	SQF	8000	1.95	15600.00	x
Fescue Sod	SQF	8000	1.65	13200.00	
Fescue Seed	SQF	5000	0.42	2100.00	
Rye Seed	SQF	4000	0.38	1520.00	
Cypress Mulch	CUBIC YARD	40	60.00	2400.00	x
Mini Nuggets	CUBIC YARD	40	60.00	2400.00	x
Hardwood Mulch	CUBIC YARD	40	60.00	2400.00	x
Pea Gravel	CUBIC YARD	20	300.00	6000.00	x
Marble Chips	CUBIC YARD	20	250.00	5000.00	x
Pine Straw	BALE	250	8.50	2125.00	
Wheat Straw	BALE	250	10.00	2500.00	x
Topsoil	CUBIC YARD	100	58.00	5800.00	x
Compost	CUBIC YARD	100	70.00	7000.00	x
Erosion Control Matting	SQF	2000	0.75	1500.00	x
Loblolly Pine	Each	5	230.00	1150.00	x
Virginia Pine	Each	5	270.00	1350.00	x
Sawtooth Oak	Each	5	324.00	1620.00	x
Yoshino Cherry	Each	5	324.00	1620.00	x
Trees Group 1	Each	5	382.50	1912.50	x
Trees Group 2	Each	5	369.00	1845.00	x
Trees Group 3	Each	5	328.50	1642.50	x
Trees Group 4	Each	5	486.00	2430.00	x
Trees Group 5	Each	5	553.50	2767.50	x
Trees Group 6	Each	5	585.00	2925.00	x
Trees Group 7	Each	5	630.00	3150.00	x
Trees Group 8	Each	5	706.50	3532.50	x
Evergreen Shrubs Group 9	Each	5	49.50	247.50	x
Evergreen Shrubs Group 10	Each	5	54.00	270.00	x
Evergreen Shrubs Group 11	Each	5	67.50	337.50	x
Total				\$144,885.00	

Performance Evaluation Details

ID	E7
Project	Landscaping Restoration Services
Project Number	22ITB077A-KM
Supplier	Ed Castro Landscape, Inc
Supplier Project Contact	Trina Brown (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	11/01/2023 to 06/30/2024
Effective Date	08/06/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	08/06/2024
Status	Completed
Publication Date	08/06/2024 09:43 AM EDT
Completion Date	08/06/2024 09:43 AM EDT
Evaluation Score	85



09/26/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

The Vendor does excellent work.

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

The Vendor does timely work.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



1125 Old Ellis Road – Roswell, GA. – 30076

March 12, 2025

Roy Barnes
Fulton County Department of Public Works
Wastewater Collection & Reclamation
141 Pryor Street SW
Atlanta, GA 30303

Dear Mr. Barnes,

This letter is in reference to our request for a price increase on contract 22ITB077A-KM Landscaping Restoration Services.

We respectfully request a Unit Price increase that represents a 10% increase for the renewal of our contract with Fulton County. We have proposed pricing that reflects increases in cost for labor, materials, and mobilization.

Based on the estimated unit quantities requested in the contract, we have adjusted the proposed pricing to be in line with the actual needs of the County. For 20 of the 31 Items, we have actually decreased unit pricing by an average of 12%. We are hopeful that these proposed changes will benefit Fulton County and its residents over the next year.

If you have any questions, or require additional information, please feel free to contact me directly.

Regards,

A handwritten signature in blue ink, appearing to read 'J. Davis', with a long horizontal line extending from the end.

James Davis

President
Mariani Enterprises, LLC dba Ed Castro Landscape
770-998-8444 (office)
770-833-8505 (cellular)
jdavis@edcastro.com

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Mariani Enterprises, LLC dba Ed Castro Landscape

Contract No.: 22ITB077A-KM, Landscaping Restoration Services

Address: 387 18th Street, NW
City, State Atlanta, GA 30363

Telephone: (770) 998-8444

Email: jdavis@edcastro.com

Contact: James Davis
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Mariani Enterprises, LLC d.b.a. Ed Castro Landscape to provide design, fertilizing, and planting services in North and South Fulton, dated 4th day of January 2023, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to cover the added cost for landscaping services in accordance with the contract; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

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

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 1 to Form of Contract is effective upon BOC approval through the 31st day of December 2025, between the County and Mariani Enterprises, LLC dba Ed Castro Landscape, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** This contract provides landscaping restoration services along private property that may be disturbed during the repair of sewer and/or water lines during emergency and maintenance activities by the Department of Public Works or a contractor. The request for additional spending authority is necessary due to a 10% increase in pricing, which amounts

to \$13,192.30. This will result in the contract value increasing to a not to exceed amount of \$145,115.30 for 2025.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed the additional amount of \$13,192.30 (Thirteen Thousand, One Hundred and Ninety-Two Dollars and Thirty 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

CONTRACTOR:

**MARIANI ENTERPRISES LLC,
dba ED CASTRO LANDSCAPE,
INC**

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

James Davis
President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

David Clark, Director
Public Works Department

Commission Expires: _____

(Affix Notary Seal)

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0356

Meeting Date: 5/7/2025

Department

Public Works

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

Request approval to increase the spending authority - Department of Public Works, 23ITBC100523A-KM, Water Meters in an amount not to exceed \$79,567.34 with Delta Municipal Supply Company (Braselton, GA), to provide water meters. Effective upon BOC approval.

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

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

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

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

Scope of Work: The Department of Public Works is requesting an increase in spending authority to the 2025 contract renewal 23ITBC1005232A-KM with Delta Municipal Supply Company (Braselton, GA) from \$300,000.00 to \$379,567.34 to allow for the purchase of eighty three additional 2"x2" ultrasonic water meters required for the conversion of the existing ultrasonic meters in Zone 7 (commercial meters) to cellular capable reading meters.

Community Impact: Fulton County Public Works has taken over the meter reading associated with most commercial water meters. Failure to procure these additional meters will negatively impact the Department's ability to accurately read the water consumption of commercial accounts and will negatively impact revenues.

Department Recommendation: The Department of Public Works recommends approval of the increase in spending authority request.

Project Implications: The efficient procurement of water meters is necessary to ensure accurate billing of water consumption for all water system customers.

Community Issues/Concerns: No issues/concerns have been raised by constituents or clients regarding this agenda item.

Department Issues/Concerns: The Department has no issues/concerns regarding this agenda item.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0956	12/20/2023	\$1,500,000.00
1st Renewal	24-0732	11/06/2024	\$300,000.00
Amendment #1			\$79,567.34
Total Revised Amount			\$1,879,567.34

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

Contract Value: \$79,567.34
Prime Vendor: Delta Municipal Supply Co.
Prime Status: Non-Minority
Location: Braselton, GA
County: Braselton County
Prime Value: \$79,567.34 or 100.00%

Total Contract Value: \$79,567.34 or 100%
Total Certified Value: \$0.00

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Performance Evaluation

Contact Information

Adriana Bustillos, Interim Deputy Director Water Distribution, 404-612-7407

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,800,000.00
Previous Adjustments: \$0.00
This Request: \$79,567.34
TOTAL: \$1,879,567.34

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-W046: Water & Sewer Capital Funding, Public Works, Water Meter Conversion - \$79,567.34.

Key Contract Terms	
Start Date: BOC Approval	End Date: 12/31/2025
Cost Adjustment: NA	Renewal/Extension Terms: 1 Renewal Remain

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start: 11/1/2024
Report Period End: 1/31/2025

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Delta Municipal Supply Company

Contract No.: 23ITBC100523A-KM, Water Meters

Address: 408 Jesse Cronin Road
City, State Braselton, GA 30517

Telephone: (770) 277-0211

Email: mtruelove@deltamunicipal.com

Contact: Michael Trulove
General Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Delta Municipal Supply Company, to provide water meters, dated 20th day of December 2023, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority with Delta Municipal Supply Company (Braselton, GA) in order to provide additional water meters; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on _____ and _____.

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 1 to Form of Contract is effective upon BOC approval through as of the 31st day of December 2025, between the County and Delta Municipal Supply Company, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** The Department of Public Works is requesting an increase in spending authority to the 2025 contract renewal 23ITBC1005232A-KM with Delta Municipal Supply Company (Braselton, GA) from \$300,000 to \$379,567.34 to allow for the purchase of eighty three additional 2"x2" ultrasonic water meters required for the conversion of the existing ultrasonic meters in Zone 7 (commercial meters) to cellular capable reading meters.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in a total amount not to exceed the additional amount of \$79,567.34 (Seventy Nine Thousand Five Hundred Sixty Seven and Thirty Four 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

CONTRACTOR:

**DELTA MUNICIPAL SUPPLY
COMPANY**

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Michael Truelove,
General Manager

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

David Clark, Director
Public Works Department

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E3
Project	Water Meters
Project Number	23ITBC100523A-KM
Supplier	Delta Municipal Supply Compant
Supplier Project Contact	Micheal Truelove (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	11/01/2024 to 01/31/2025
Effective Date	02/06/2025
Evaluation Type	Formal
Interview Date	02/06/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	02/06/2025 04:09 PM EST
Completion Date	02/06/2025 04:09 PM EST
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0269

Meeting Date: 5/7/2025

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 AND 4/16/25)

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 2nd 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

28
29 **APPROVED AS TO FORM:**
30

31
32 _____
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@fultoncountygga.gov; Terry.Noble@fultoncountygga.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

Agenda Item No.: 25-0357

Meeting Date: 5/7/2025

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

Request approval of a Resolution approving an Agreement between Fulton County, the Fulton County Tax Commissioner, and the City of Union City to provide billing and collection services concerning Municipal Ad Valorem Taxes; authorizing the Chairman to execute said Agreement; authorizing the County Attorney to approve said Agreement as to form and to make modifications thereto prior to execution by the Chairman; and for other related purposes. **(Arrington)**

1 **A RESOLUTION APPROVING AN AGREEMENT BETWEEN FULTON**
2 **COUNTY, THE FULTON COUNTY TAX COMMISSIONER, AND THE CITY OF**
3 **UNION CITY TO PROVIDE BILLING AND COLLECTION SERVICES**
4 **CONCERNING MUNICIPAL AD VALOREM TAXES; AUTHORIZING THE**
5 **CHAIRMAN TO EXECUTE SAID AGREEMENT; AUTHORIZING THE COUNTY**
6 **ATTORNEY TO APPROVE SAID AGREEMENT AS TO FORM AND TO MAKE**
7 **MODIFICATIONS THERETO PRIOR TO EXECUTION BY THE CHAIRMAN;**
8 **AND FOR OTHER RELATED PURPOSES.**

9
10 **WHEREAS,** the Fulton County Board of Commissioners (the “BOC”) is the
11 duly elected governing authority of Fulton County, Georgia (the “County”); and

12 **WHEREAS,** the County provides vital public services to its residents that
13 are primarily funded by monies collected annually for ad valorem taxes assessed
14 on non-exempt property located within the County’s geographic boundaries; and

15 **WHEREAS,** the Fulton County Tax Commissioner (the “Tax
16 Commissioner”) holds the constitutionally created, elected office charged with the
17 annual billing and collection of ad valorem taxes on behalf of the County; and

18 **WHEREAS,** the City of Union City, Georgia (the “City”) is a municipal
19 corporation located within the boundaries of the County, and similar to the
20 County, provides vital public services to its residents that are primarily funded by
21 monies collected annually for municipal ad valorem taxes assessed on non-
22 exempt property located within the City’s corporate limits; and

23 **WHEREAS,** the City presently administers its own annual billing and
24 collection of municipal ad valorem taxes assessed on non-exempt property
25 located within its corporate limits; and

26 **WHEREAS,** Article IX, Section 3, Paragraph 1 of the Georgia Constitution
27 of 1983 (the “Intergovernmental Contracts Clause”) empowers a county and a

1 city to contract with one another for, among other things, the provision of services
2 that are authorized by law for a period not exceeding fifty (50) years; and

3 **WHEREAS**, O.C.G.A. § 48-5-359.1(a)(3) authorizes any county that
4 contains fourteen (14) or more municipalities and a city within its boundaries to
5 contract for the provision by the county tax commissioner of services for the
6 billing and collection of municipal ad valorem taxes; and

7 **WHEREAS**, O.C.G.A. § 48-5-359.1(a)(3) mandates that any contract
8 entered thereunder specify an amount to paid by the city to the county that
9 substantially approximates the cost to the county of providing the aforesaid
10 services; and

11 **WHEREAS**, O.C.G.A. § 48-5-359.1(a)(3) allows a contract entered
12 thereunder to provide compensation to the county tax commissioner for the
13 provision of the aforesaid services; and

14 **WHEREAS**, there are fourteen (14) or more municipalities (including the
15 City) located within the County's boundaries, and

16 **WHEREAS**, the Intergovernmental Contracts Clause and O.C.G.A. § 48-
17 5-359.1(a)(3)(B) empower the County and the City to enter an intergovernmental
18 agreement for the provision by the Tax Commissioner of municipal ad valorem
19 tax billing and collection services; and

20 **WHEREAS**, the City has expressed to the County its desire for the Tax
21 Commissioner annually to bill and collect municipal ad valorem taxes on its
22 behalf; and the County wishes to assist the City by facilitating the provision of
23 these services; and

1 **WHEREAS**, the BOC finds that it would be in the best interest of the
2 taxpayers and residents of the County and the City for the County to enter an
3 agreement with the City and the Tax Commissioner to authorize the Tax
4 Commissioner annually to bill and collect municipal ad valorem taxes on the
5 City's behalf; and

6 **WHEREAS**, the terms of the proposed agreement comply with the
7 requirements of the Intergovernmental Contracts Clause and O.C.G.A. § 48-5-
8 359.1(a)(3) by providing: (1) a maximum fifty-year (50) term for the provision of
9 the aforesaid services; (2) compensation to be paid by the City to the County for
10 the use of County staff and resources in the provision of the aforesaid services;
11 and (3) permissible compensation to the Tax Commissioner for such services.

12 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
13 Commissioners hereby approves the Agreement between Fulton County,
14 Georgia; the Tax Commissioner of Fulton County, Georgia; and the City of Union
15 City, Georgia for the Billing and Collection of Taxes, in substantially the form
16 attached hereto as Attachment A.

17 **BE IT FURTHER RESOLVED**, that the Chairman of the Fulton County
18 Board of Commissioners is hereby authorized to execute the Agreement
19 between Fulton County, Georgia; the Tax Commissioner of Fulton County,
20 Georgia; and the City of Union City, Georgia for the Billing and Collection of
21 Taxes.

22 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby
23 authorized to approve the Agreement between Fulton County, Georgia; the Tax

1 Commissioner of Fulton County, Georgia; and the City of Union City, Georgia for
2 the Billing and Collection of Taxes as to form and to make modifications thereto
3 as are necessary to protect Fulton County's interest prior to execution by the
4 Chairman.

5 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective
6 upon its adoption, and that all resolutions and parts of resolutions in conflict with
7 this Resolution are hereby appealed to the extent of the conflict.

8 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton
9 County, Georgia, this ____ day of _____, 2025.

10 **FULTON COUNTY**
11 **BOARD OF COMMISSIONERS**

12
13 **Sponsored by:**

14
15
16
17 _____
18 Marvin S. Arrington, Jr. Commissioner
19 (District 5)

20 **ATTEST:**

21
22
23
24 _____
25 Tonya R. Grier,
26 Clerk to the Commission

27
28 **APPROVED AS TO FORM:**

29
30
31 _____
32 Y. Soo Jo, County Attorney

AGREEMENT BETWEEN FULTON COUNTY, GEORGIA, THE TAX
COMMISSIONER OF FULTON COUNTY, GEORGIA AND THE CITY OF
Union City, GEORGIA FOR THE BILLING AND COLLECTION OF
TAXES

This Agreement is entered into this day of , 2025 by and between Fulton County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners ("Fulton County"), the Tax Commissioner of Fulton County, Georgia ("Tax Commissioner"), and the City of Union City, Georgia, a municipal corporation of the State of Georgia, by and through its governing body ("City of Union City"), (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner bills, processes, receives and collects ad valorem taxes levied on property existing in Fulton County; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the provisions of O.C.G.A. § 48-5-359.1 Fulton County may contract with the City of Union City for the purpose of billing, processing, receiving and collecting ad valorem taxes levied by and on behalf of the City of Union City, Georgia; and,

WHEREAS, it is in the best interests of the Parties, in order to provide the taxpayers and citizens of Fulton County and the City of Union City with more efficient governmental services, that this Agreement be entered into for the billing and collection of ad valorem taxes; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, any agreement between Fulton County and a municipality for the billing and collection of ad valorem taxes shall specify an amount to be paid by the municipality to Fulton County as compensation for such ad valorem tax billing and collection services, which amount shall substantially approximate the actual cost of such services to Fulton County; and,

WHEREAS, as payment for said ad valorem tax billing and collection services, Fulton County shall be compensated by the City of Union City in an amount which substantially approximates the actual cost to Fulton County of providing said services; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner is authorized to accept, receive and retain payment from the County for additional duties and responsibilities associated with such ad valorem tax billing and collection services undertaken on behalf of a municipality; and,

WHEREAS, as payment for the additional duties and responsibilities associated with such ad valorem tax billing and collection services undertaken on behalf of the City of Union City, the Tax Commissioner shall receive an annual one-time payment paid through or disbursed by Fulton County; and,

WHEREAS, the Parties desire to enter into this Agreement for such services according to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, it is now agreed between the Parties as follows:

Section I. Services To Be Provided.

Fulton County, by and through the Board of Tax Assessors, shall receive real and personal property tax returns, as well as applications for homestead exemptions for property located within the City of Union City in the same manner as tax returns and homestead applications are received for property located in Fulton County. In this regard, tax returns shall be received by the Board of Tax Assessors on or before April 1 of the then current tax year, or such other date as may be established by law, and homestead exemption applications shall be received by the Board of Tax Assessors on or before April 1 of the then current tax year, or such

other date as may be established by law.

b) For each current tax year during the term of this Agreement, the City of Union City shall submit to the Tax Commissioner, on or before June 1 of each such current tax year, appropriate documentation setting forth the millage rate adopted by the City for such tax year. The City of Union City County shall also be responsible for providing maps and any other information necessary for the Fulton County Board of Assessors to establish the tax parcels within the boundaries of the City of Union City and so the Fulton County Board of Assessors can provide that information to the Tax Commissioner for billing purposes.

c) In the event that any special tax district or other ad valorem tax levy is created or instituted by the City of Union City, Fulton County, or the State of Georgia during the term of this Agreement, for the benefit of the City of Union City or any other governmental entity or governmental authority, the ad valorem tax so levied shall be calculated and included on the tax bills otherwise provided for herein.

d) Based upon property assessments established by the Fulton County Board of Tax Assessors for each tax year during the term of this Agreement, using the millage rate provided to the Tax Commissioner pursuant to the above subsection 1(b), the Tax Commissioner shall calculate, prepare, issue, and collect consolidated tax bills and shall issue all appropriate notices as established by law. In addition, each such tax bill or notice shall indicate all interest, penalties and fees, if any, that may be due on any such tax bill. The Tax Commissioner is authorized to issue refunds from collections to taxpayers or any other entity determined by the Tax Commissioner to be entitled to such a refund.

e) The Tax Commissioner shall assess and collect all applicable penalties, interest and fees on the City portion of such consolidated tax bills in accordance with a schedule as established by law.

f) The City of Union City agrees that the collection process for City of Union City taxes shall remain a function of the Tax

Commissioner's Office.

- g) Upon the collection of current or delinquent taxes on behalf of the City of Union City, the Tax Commissioner shall promptly forward such funds to the City of Union City, less any amounts due Fulton County as provided for at Section II of this Agreement. To the extent that the City of Union City fails to pay the amount invoiced by the Tax Commissioner within thirty (30) days from the invoice date for each tax parcel billed by the Tax Commissioner for the City of Union City, then the Tax Commissioner shall also be authorized to withhold the amount invoiced to the City of Union City and direct those funds to Fulton County's Finance Department so the Tax Commissioner can be provided the payment due under this Agreement.
- h) The City of Union City shall have access to databases, records and reports used by Tax Commissioner for the collection of taxes and fees for the City of Union City. The City of Union City shall be responsible for the costs and fees associated with obtaining access to such databases records and reports including but not limited to any costs from vendors for access to their proprietary software, equipment and/or information.

Section II. Compensation.

- a) As compensation for the ad valorem tax billing and collection services provided pursuant to this Agreement, the City of Union City agrees that Fulton County shall be entitled to compensation in an amount equal to one percent (1%) of all such collections by the Tax Commissioner on behalf of the City of Union City.
- b) The Parties agree that the Tax Commissioner shall invoice the City of Union City in an amount equal to one dollar (\$1.00) per tax parcel for each tax parcel billed by the Tax Commissioner pursuant to this Agreement. The City of Union City agrees to satisfy said invoice in full through payment to Fulton County within thirty (30) days of receipt of such invoice by the City of Union City.
- c) Fulton County, pursuant to O.C.G.A § 48-5-359.1 under this Agreement and for such additional duties and responsibilities in

collection of City of Union City taxes, shall pay the Tax Commissioner an annual one-time supplemental payment equal to one dollar (\$1.00) per parcel billed for the City of Union City, through the payroll system, subtracting from such amount any adjustments necessary for all applicable taxes and benefits. Fulton County shall make said payment to the Tax Commissioner within thirty (30) days of the date Fulton County receives payment of the (\$1.00) per tax parcel amount invoiced by the Tax Commissioner to the City of Union City as further described in Subsection (b) of this Section of the Agreement.

d) The payments made in connection with this Agreement to the Tax Commissioner shall be in addition to the regular salary paid and/or any fees paid by Fulton County to the Tax Commissioner. Any salary and/or fees received by the Tax Commissioner that are outside of this Agreement shall be unaffected by and not be adjusted in any manner as a result of any monies received pursuant to this Agreement. If Fulton County fails to pay the amount requested by the Tax Commissioner within thirty (30) days after receiving the payment from the City of Union City, then the Tax Commissioner shall also be authorized to withhold those amounts from the (1%) compensation paid to Fulton County by the City of Union City. The Tax Commissioner shall have the right to retain those funds as payment due the Tax Commissioner.

e) The Parties further agree that the Tax Commissioner, on behalf of Fulton County shall retain for the benefit of Fulton County and shall deduct the one percent (1%) compensation owed to Fulton County provided for in this Section from all current and delinquent taxes collected on behalf of the City of Union City prior to the payment of such taxes over to the City of Union City. Unless otherwise restricted by law, Fulton County shall likewise be entitled to one percent (1%) compensation on all penalties, interest and fees collected on such taxes billed and collected on behalf of the City of Union City. The Parties expressly agree that this one percent (1%)

compensation substantially approximates the actual cost to Fulton County for providing the ad valorem tax billing and collection services provided for in this Agreement. The Tax Commissioner shall remit promptly the one percent (1%) compensation contemplated by this agreement to the Fulton County Department of Finance, subject to the terms of Subsection (d).

- f) The Parties agree that the costs of serving any governmental agency or unit other than the City of Union City and Fulton County shall be the responsibility of the governmental agency or unit so served.

Section III. Delinquent Taxes.

Unless otherwise restricted by law, the Tax Commissioner shall be responsible for the collection of all delinquent City of Union City taxes, including any interest, penalties and fees applicable thereto, according to the terms and conditions set forth in this Agreement, or any previous agreement between the Parties for such billing and collection between the Parties, to include all delinquencies on record in the Tax Commissioner's Office records after March 18th, 2025.

Section IV. Term.

- a) This Agreement shall become effective on March 18th, 2025.
- b) This Agreement shall remain in effect for a term expiring on the sooner of either 1) fifty (50) years from its effective date of this Agreement or 2) the expiration of Fulton County Tax Commissioner Arthur E. Ferdinand's service in the position of Tax Commissioner for Fulton County. The term of this Agreement is further subject to the right of the City of Union City, the Tax Commissioner or the Board of Commissioners, as stated herein, to notify all parties to the contract of its intent to terminate services in whole or in part provided by the Tax Commissioner for the City of Union City. Termination of any services and/or functions shall be made by written notice to all parties to the contract not less than six (6) months in advance of the effective date of such termination.

Section V. Notice.

Any notice required or permitted under this contract shall be in writing and shall be deemed received three (3) days following deposit of same in the U.S. Mail, with adequate postage affixed to the relevant addressee and address below:

IF TO FULTON COUNTY:

Fulton County Manager
Fulton County Government
Center 141 Pryor Street, SW
Tenth Floor
Atlanta, GA
30303

With a copy to:

Fulton County Tax
Commissioner
Fulton County Government
Center
141 Pryor Street, S.W., Suite
1085
Atlanta, GA 30303

IF TO THE CITY Of Union City:

Mayor Vince Williams
5047 Union Street
Union City, GA 30291

Section VI. Miscellaneous Provisions.

- a) All modifications or amendments to this Agreement, if any, shall be in writing and shall be executed by the Parties in the same manner as this original Agreement.
- b) The Parties shall comply with all statutes, laws, ordinances, and regulations applicable to their respective obligations under the terms and conditions of this Agreement. This Agreement is made and entered into under the laws and Constitution of the State of Georgia, and the rights and obligations of the Parties shall be governed by and shall be construed according to the laws and Constitution of the State of Georgia.
- c) If any provision of this Agreement is found unenforceable by a court

of competent jurisdiction, the unenforceability thereof shall cause the remainder of the Agreement non-binding upon the Parties.

- d) This Agreement constitutes the sole, entire and exclusive agreement between the Parties with respect to the matters discussed herein. No representation, promise, or inducement not included in the expressed terms and conditions of this Agreement shall be binding on any of the Parties.
- e) The Parties expressly acknowledge that this Agreement is made and entered into voluntarily, that the Parties have had an opportunity to fully consider the terms and conditions herein, that they have been represented by and have taken counsel from their respective attorneys concerning the terms and conditions of this Agreement, that they have completely read and do understand the terms and conditions herein, and that they have made their respective decisions to enter into this Agreement freely, voluntarily, and in their best interest.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

[SIGNATURES ON FOLLOWING PAGE]

City of Union City, Georgia

Vince R. Williams
Mayor

Fulton County, Georgia

Robb Pitts
Chair, Fulton County
Board of Commissioners

Attest:

Darryl J. Terry, II
Municipal Clerk, City of Union City, Georgia

Arthur E. Ferdinand, Ph.D
Tax Commissioner, Fulton County

Approved as to Form:

Approved as to Form:

Expressly by per Dennis A Davenport
Dennis A. Davenport *(with express permission)*
City Attorney, City of Union City, Georgia

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0358

Meeting Date: 5/7/2025

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

Request approval of a Resolution approving an Agreement between Fulton County, the Fulton County Tax Commissioner, and the City of Palmetto provide billing and collection services concerning Municipal Ad Valorem Taxes; authorizing the Chairman to execute said Agreement; authorizing the County Attorney to approve said Agreement as to form and to make modifications thereto prior to execution by the Chairman; and for other related purposes. **(Arrington)**

1 A RESOLUTION APPROVING AN AGREEMENT BETWEEN FULTON
2 COUNTY, THE FULTON COUNTY TAX COMMISSIONER, AND THE CITY OF
3 PALMETTO TO PROVIDE BILLING AND COLLECTION SERVICES
4 CONCERNING MUNICIPAL AD VALOREM TAXES; AUTHORIZING THE
5 CHAIRMAN TO EXECUTE SAID AGREEMENT; AUTHORIZING THE COUNTY
6 ATTORNEY TO APPROVE SAID AGREEMENT AS TO FORM AND TO MAKE
7 MODIFICATIONS THERETO PRIOR TO EXECUTION BY THE CHAIRMAN;
8 AND FOR OTHER RELATED PURPOSES.
9

10 WHEREAS, the Fulton County Board of Commissioners (the "BOC") is the
11 duly elected governing authority of Fulton County, Georgia (the "County"); and

12 WHEREAS, the County provides vital public services to its residents that
13 are primarily funded by monies collected annually for ad valorem taxes assessed
14 on non-exempt property located within the County's geographic boundaries; and

15 WHEREAS, the Fulton County Tax Commissioner (the "Tax
16 Commissioner") holds the constitutionally created, elected office charged with the
17 annual billing and collection of ad valorem taxes on behalf of the County; and

18 WHEREAS, the City of Palmetto, Georgia (the "City") is a municipal
19 corporation located within the geographic boundaries of the County, and similar
20 to the County, provides vital public services to its residents that are primarily
21 funded by monies collected annually for municipal ad valorem taxes assessed on
22 non-exempt property located within the City's corporate limits; and

23 WHEREAS, the City presently administers its own annual billing and
24 collection of municipal ad valorem taxes assessed on non-exempt property
25 located within its corporate limits; and

26 WHEREAS, Article IX, Section 3, Paragraph 1 of the Georgia Constitution
27 of 1983 (the "Intergovernmental Contracts Clause") empowers a county and a

1 city to contract with one another for, among other things, the provision of services
2 that are authorized by law for a period not exceeding fifty (50) years; and

3 **WHEREAS**, O.C.G.A. § 48-5-359.1(a)(3) authorizes any county that
4 contains fourteen (14) or more municipalities and a city within its boundaries to
5 contract for the provision by the county tax commissioner of services for the
6 billing and collection of municipal ad valorem taxes; and

7 **WHEREAS**, O.C.G.A. § 48-5-359.1(a)(3) mandates that any contract
8 entered thereunder specify an amount to paid by the city to the county that
9 substantially approximates the cost to the county of providing the aforesaid
10 services; and

11 **WHEREAS**, O.C.G.A. § 48-5-359.1(a)(3) allows a contract entered
12 thereunder to provide compensation to the county tax commissioner for the
13 provision of the aforesaid services; and

14 **WHEREAS**, there are fourteen (14) or more municipalities (including the
15 City) located within the County's boundaries, and

16 **WHEREAS**, the Intergovernmental Contracts Clause and O.C.G.A. § 48-
17 5-359.1(a)(3)(B) empower the County and the City to enter an intergovernmental
18 agreement for the provision by the Tax Commissioner of municipal ad valorem
19 tax billing and collection services; and

20 **WHEREAS**, the City has expressed to the County its desire for the Tax
21 Commissioner annually to bill and collect municipal ad valorem taxes on its
22 behalf; and the County wishes to assist the City by facilitating the provision of
23 these services; and

1 **WHEREAS**, the BOC finds that it would be in the best interest of the
2 taxpayers and residents of the County and the City for the County to enter an
3 agreement with the City and the Tax Commissioner to authorize the Tax
4 Commissioner annually to bill and collect municipal ad valorem taxes on the
5 City's behalf; and

6 **WHEREAS**, the terms of the proposed agreement comply with the
7 requirements of the Intergovernmental Contracts Clause and O.C.G.A. § 48-5-
8 359.1(a)(3) by providing: (1) a maximum fifty-year (50) term for the provision of
9 the aforesaid services; (2) compensation to be paid by the City to the County for
10 the use of County staff and resources in the provision of the aforesaid services;
11 and (3) permissible compensation to the Tax Commissioner for such services.

12 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
13 Commissioners hereby approves the Agreement between Fulton County,
14 Georgia; the Tax Commissioner of Fulton County, Georgia; and the City of
15 Palmetto, Georgia for the Billing and Collection of Taxes, in substantially the form
16 attached hereto as Attachment A.

17 **BE IT FURTHER RESOLVED**, that the Chairman of the Fulton County
18 Board of Commissioners is hereby authorized to execute the Agreement
19 between Fulton County, Georgia; the Tax Commissioner of Fulton County,
20 Georgia; and the City of Palmetto, Georgia for the Billing and Collection of Taxes.

21 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby
22 authorized to approve the Agreement between Fulton County, Georgia; the Tax
23 Commissioner of Fulton County, Georgia; and the City of Palmetto, Georgia for

1 the Billing and Collection of Taxes as to form and to make modifications thereto
2 as are necessary to protect Fulton County's interest prior to execution by the
3 Chairman.

4 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective
5 upon its adoption, and that all resolutions and parts of resolutions in conflict with
6 this Resolution are hereby appealed to the extent of the conflict.

7 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton
8 County, Georgia, this ____ day of _____, 2025.

9 **FULTON COUNTY**
10 **BOARD OF COMMISSIONERS**

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12 **Sponsored by:**

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16 _____
17 Marvin S. Arrington, Jr., Commissioner
18 (District 5)

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20 **ATTEST:**

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24 _____
25 Tonya R. Grier,
26 Clerk to the Commission

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28 **APPROVED AS TO FORM:**

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31 _____
32 Y. Soo Jo, County Attorney

#

AGREEMENT BETWEEN FULTON COUNTY, GEORGIA, THE TAX
COMMISSIONER OF FULTON COUNTY, GEORGIA AND THE CITY OF
PALMETTO, GEORGIA FOR THE BILLING AND COLLECTION OF TAXES

This Agreement is entered into this 7th day of April, 2025 by and between Fulton County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners ("Fulton County"), the Tax Commissioner of Fulton County, Georgia ("Tax Commissioner"), and the City of Palmetto, Georgia, a municipal corporation of the State of Georgia, by and through its governing body ("City of Palmetto"), (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner bills, processes, receives and collects ad valorem taxes levied on property existing in Fulton County; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the provisions of O.C.G.A. § 48-5-359.1, Fulton County may contract with the City of Palmetto for the purpose of billing, processing, receiving and collecting ad valorem taxes levied by and on behalf of the City of Palmetto, Georgia; and,

WHEREAS, it is in the best interests of the Parties, in order to provide the taxpayers and citizens of Fulton County and the City of Palmetto with more efficient governmental services, that this Agreement be entered into for the billing and collection of ad valorem taxes; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, any agreement between Fulton County and a municipality for the billing and collection of ad valorem taxes shall specify an amount to be paid by the municipality to Fulton County as compensation for such ad valorem tax billing and collection services, which amount shall substantially approximate the actual cost of such services to Fulton County; and,

WHEREAS, as payment for said ad valorem tax billing and collection services, Fulton County shall be compensated by the City of Palmetto in an amount which substantially approximates the actual cost to Fulton County of providing said services; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner is authorized to accept, receive and retain payment from the County for additional duties and responsibilities associated with such ad valorem tax billing and collection services undertaken on behalf of a municipality; and,

WHEREAS, as payment for the additional duties and responsibilities associated with such ad valorem tax billing and collection services undertaken on behalf of the City of Palmetto, the Tax Commissioner shall receive an annual one-time payment paid through or disbursed by Fulton County; and,

WHEREAS, the Parties desire to enter into this Agreement for such services according to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, it is now agreed between the Parties as follows:

Section I. Services To Be Provided.

- a) Fulton County, by and through the Board of Tax Assessors, shall receive real and personal property tax returns, as well as applications for homestead exemptions for property located within the City of Palmetto in the same manner as tax returns and homestead applications are received for property located in Fulton County. In this regard, tax returns shall be received by the Board of Tax Assessors on or before April 1 of the then current tax year, or such other date as may be established by law, and homestead exemption applications shall be received by the Board of Tax Assessors on or before April 1 of the then current tax year, or such other date as may be established by law.
- b) For each current tax year during the term of this Agreement, the City of Palmetto shall submit to the Tax Commissioner, on or before June 1 of each such current tax year, appropriate documentation setting forth the millage rate adopted by the City for such tax year. The City of Palmetto shall also be responsible for providing maps and any other information necessary for the Fulton County Board of Assessors to establish the tax parcels within the boundaries of the City of Palmetto and so the Fulton County Board of Assessors can provide that information to the Tax Commissioner for billing purposes.

- c) In the event that any special tax district or other ad valorem tax levy is created or instituted by the City of Palmetto, Fulton County, or the State of Georgia during the term of this Agreement, for the benefit of the City of Palmetto or any other governmental entity or governmental authority, the ad valorem tax so levied shall be calculated and included on the tax bills otherwise provided for herein.
- d) Based upon property assessments established by the Fulton County Board of Tax Assessors for each tax year during the term of this Agreement, using the millage rate provided to the Tax Commissioner pursuant to the above subsection 1(b), the Tax Commissioner shall calculate, prepare, issue, and collect consolidated tax bills and shall issue all appropriate notices as established by law. In addition, each such tax bill or notice shall indicate all interest, penalties and fees, if any, that may be due on any such tax bill. The Tax Commissioner is authorized to issue refunds from collections to taxpayers or any other entity determined by the Tax Commissioner to be entitled to such a refund.
- e) The Tax Commissioner shall assess and collect all applicable penalties, interest and fees on the City portion of such consolidated tax bills in accordance with a schedule as established by law.
- f) The City of Palmetto agrees that the collection process for City of Palmetto taxes shall remain a function of the Tax Commissioner's Office.
- g) Upon the collection of current or delinquent taxes on behalf of the City of Palmetto, the Tax Commissioner shall promptly forward such funds to the City of Palmetto, less any amounts due Fulton County as provided for at Section II of this Agreement. To the extent that the City of Palmetto fails to pay the amount invoiced by the Tax Commissioner within thirty (30) days from the invoice date for each tax parcel billed by the Tax Commissioner for the City of Palmetto, then the Tax Commissioner shall also be authorized to withhold the amount invoiced to the City of Palmetto and direct those funds to Fulton County's Finance Department so the Tax Commissioner can be provided the payment due under this Agreement.
- h) The City of Palmetto shall have access to databases, records and reports used by Tax Commissioner for the collection of taxes and fees for the City of Palmetto. The City of Palmetto shall be responsible for the costs and fees associated with obtaining access to such databases records and reports including but not limited to any costs from vendors for access to their proprietary software, equipment and/or information.

Section II. Compensation.

- a) As compensation for the ad valorem tax billing and collection services provided pursuant to this Agreement, the City of Palmetto agrees that Fulton County shall be entitled to compensation in an amount equal to one percent (1%) of all such collections by the Tax Commissioner on behalf of the City of Palmetto.
- b) The Parties agree that the Tax Commissioner shall invoice the City of Palmetto in an amount equal to one dollar (\$1.00) per tax parcel for each tax parcel billed by the Tax Commissioner pursuant to this Agreement. The City of Palmetto agrees to satisfy said invoice in full through payment to Fulton County within thirty (30) days of receipt of such invoice by the City of Palmetto.
- c) Fulton County, pursuant to O.C.G.A. § 48-5-359.1 under this Agreement and for such additional duties and responsibilities in collection of City of Palmetto taxes, shall pay the Tax Commissioner an annual one-time supplemental payment equal to one dollar (\$1.00) per parcel billed for the City of Palmetto, through the payroll system, subtracting from such amount any adjustments necessary for all applicable taxes and benefits. Fulton County shall make said payment to the Tax Commissioner within thirty (30) days of the date Fulton County receives payment of the (\$1.00) per tax parcel amount invoiced by the Tax Commissioner to the City of Palmetto as further described in Subsection (b) of this Section of the Agreement.
- d) The payments made in connection with this Agreement to the Tax Commissioner shall be in addition to the regular salary paid and/or any fees paid by Fulton County to the Tax Commissioner. Any salary and/or fees received by the Tax Commissioner that are outside of this Agreement shall be unaffected by and not be adjusted in any manner as a result of any monies received pursuant to this Agreement. If Fulton County fails to pay the amount requested by the Tax Commissioner within thirty (30) days after receiving the payment from the City of Palmetto, then the Tax Commissioner shall also be authorized to withhold those amounts from the (1%) compensation paid to Fulton County by the City of Palmetto. The Tax Commissioner shall have the right to retain those funds as payment due the Tax Commissioner.
- e) The Parties further agree that the Tax Commissioner, on behalf of Fulton County shall retain for the benefit of Fulton County and shall deduct the one percent (1%) compensation owed to Fulton County provided for in this Section from all current and delinquent taxes

collected on behalf of the City of Palmetto prior to the payment of such taxes over to the City of Palmetto. Unless otherwise restricted by law, Fulton County shall likewise be entitled to one percent (1%) compensation on all penalties, interest and fees collected on such taxes billed and collected on behalf of the City of Palmetto. The Parties expressly agree that this one percent (1 %) compensation substantially approximates the actual cost to Fulton County for providing the ad valorem tax billing and collection services provided for in this Agreement. The Tax Commissioner shall remit promptly the one percent (1%) compensation contemplated by this agreement to the Fulton County Department of Finance, subject to the terms of Subsection (d).

- f) The Parties agree that the costs of serving any governmental agency or unit other than the City of Palmetto and Fulton County shall be the responsibility of the governmental agency or unit so served.

Section III. Delinquent Taxes.

Unless otherwise restricted by law, the Tax Commissioner shall be responsible for the collection of all delinquent City of Palmetto taxes, including any interest, penalties and fees applicable thereto, according to the terms and conditions set forth in this Agreement, or any previous agreement between the Parties for such billing and collection between the Parties, to include all delinquencies on record in the Tax Commissioner's Office records after April 7, 2025.

Section IV. Term.

- a) This Agreement shall become effective on April 7, 2025.
- b) This Agreement shall remain in effect for a term expiring on the sooner of either 1) fifty (50) years from its effective date of this Agreement or 2) the expiration of Fulton County Tax Commissioner Arthur E. Ferdinand's service in the position of Tax Commissioner for Fulton County. The term of this Agreement is further subject to the right of the City of Palmetto, the Tax Commissioner or the Board of Commissioners, as stated herein, to notify all parties to the contract of its intent to terminate services in whole or in part provided by the Tax Commissioner for the City of Palmetto. Termination of any services and/or functions shall be made by written notice to all parties to the contract not less than six (6) months in advance of the effective date of such termination.

Section V. Notice.

Any notice required or permitted under this contract shall be in writing and shall be deemed received three (3) days following deposit of same in the U.S. Mail, with adequate postage affixed to the relevant addressee and address below:

IF TO FULTON COUNTY:

Fulton County Manager
Fulton County Government Center 141 Pryor Street, SW
Tenth Floor Atlanta, GA 30303

With a copy to:

Fulton County Tax Commissioner
Fulton County Government Center
141 Pryor Street, S.W., Suite 1085
Atlanta, GA 30303

IF TO THE CITY OF PALMETTO:

Mayor Teresa Thomas-Smith
509 Toombs Street
P.O. Box 190
Palmetto, GA 30268

Section VI. Miscellaneous Provisions.

- a) All modifications or amendments to this Agreement, if any, shall be in writing and shall be executed by the Parties in the same manner as this original Agreement.
- b) The Parties shall comply with all statutes, laws, ordinances, and regulations applicable to their respective obligations under the terms and conditions of this Agreement. This Agreement is made and entered into under the laws and Constitution of the State of Georgia, and the rights and obligations of the Parties shall be governed by and shall be construed according to the laws and Constitution of the State of Georgia.
- c) If any provision of this Agreement is found unenforceable by a court of competent jurisdiction, the unenforceability thereof shall cause the remainder of the Agreement non-binding upon the Parties.
- d) This Agreement constitutes the sole, entire and exclusive agreement between the Parties with respect to the matters discussed herein. No representation, promise, or inducement not included in the expressed terms and conditions of this Agreement shall be binding on any of the Parties.

- e) The Parties expressly acknowledge that this Agreement is made and entered into voluntarily, that the Parties have had an opportunity to fully consider the terms and conditions herein, that they have been represented by and have taken counsel from their respective attorneys concerning the terms and conditions of this Agreement, that they have completely read and do understand the terms and conditions herein, and that they have made their respective decisions to enter into this Agreement freely, voluntarily, and in their best interest.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

[SIGNATURES ON FOLLOWING PAGE]

City of Palmetto, Georgia




Mayor

Attest:



Clerk, City of Palmetto, Georgia

Approved as to Form:

Signed by:


30B5C45DD307435
City Attorney, City of Palmetto

Fulton County, Georgia

Chair, Fulton County Board of Commissioners

Tax Commissioner, Fulton County

Approved as to Form:

County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0359

Meeting Date: 5/7/2025

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

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton County Code of Ordinances to modify Section 101-66 (b)(3) to discontinue e-mailed public comments; and for other purposes. **(Thorne)**

1 **AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY**
2 **GOVERNING AUTHORITY), ARTICLE II (COUNTY GOVERNING AUTHORITY),**
3 **DIVISION 2 (RULES OF ORDER AND PROCEDURE) OF THE FULTON COUNTY**
4 **CODE OF ORDINANCES TO MODIFY SECTION 101-66(b)(3) TO DISCONTINUE E-**
5 **MAILED PUBLIC COMMENTS; AND FOR OTHER PURPOSES.**

6
7 **WHEREAS**, in conformity with the Open Meetings Act, O.C.G.A. § 50-14-1 *et seq.*,
8 the Board of Commissioners enacted the Fulton County Board of Commissioners'
9 Meetings Organization and Procedural Rules ("Procedural Rules") at its Meeting on
10 January 19, 1994; and

11 **WHEREAS**, the Board of Commissioners' Procedural Rules are codified in Section
12 101-61 *et seq.* of the Fulton County Code; and

13 **WHEREAS**, the Board of Commissioners allows public participation at its meetings
14 in the form of public comments to provide members of the public with an opportunity to
15 address and share their concerns regarding matters affecting Fulton County, Georgia with
16 the Board of Commissioners; and

17 **WHEREAS**, the procedure for conducting public comments at meetings of the
18 Board of Commissioners is codified in Fulton County Code Section 101-66(b)(3); and

19 **WHEREAS**, on August 4, 2021, due to the ongoing COVID-19 public health
20 emergency, the Board of Commissioners amended Section 101-66(b)(3) through Item
21 No. 21-0578 to allow the public to submit comments via e-mail, among other things; and

22 **WHEREAS**, on January 16, 2024, the Board of Commissioners again amended
23 Section 101-66(b)(3) through Item No. 24-0020 to discontinue the reading of e-mailed
24 comments and to increase the time allotted for in-person and videoconference comments;
25 and

26 **WHEREAS**, the Board of Commissioners continues to offer multiple alternative
27 methods for public comment, including in-person or by videoconference; and

28 **WHEREAS**, the COVID-19 public health emergency which prompted the Board of
29 Commissioners to permit submission of public comments by e-mail has ended; and

30 **WHEREAS**, the Board of Commissioners no longer deems it necessary to receive
31 public comments by e-mail; and

32 **WHEREAS**, the Board of Commissioners has authority, pursuant to the
33 Constitution of the State of Georgia, Article 9, Sec. 2, ¶ 1(a), to adopt and amend
34 reasonable ordinances, resolutions, or regulations relating to its affairs for which no
35 provision has been made by general law and which is not inconsistent with the Georgia
36 Constitution or any local law applicable thereto.

37 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
38 Commissioners hereby amends Section 101-66(b)(3) of the Fulton County Code of
39 Ordinances in substantially the form outlined in **Attachment A** hereto to strike the
40 provision permitting submission of public comment by e-mail.

41 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective when
42 passed and adopted, and that all ordinances and resolutions and parts of ordinances and
43 resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

44 **SO PASSED AND ADOPTED**, this _____ day of _____, 2025.

45
46 **FULTON COUNTY BOARD OF**
47 **COMMISSIONERS**

48 **Sponsored by:**

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50 _____
51 Bridget Thorne, Commissioner (District 1)

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ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

ATTACHMENT A

1 Sec. 101-66. - Agenda, preparation of; public comment.

2 (a) The Fulton County Board of Commissioners holds a first regular meeting (first Wednesday of the
3 month) and a second regular meeting (third Wednesday of the month). The agenda is prepared by the
4 clerk's office in concert with the county manager's office. The deadline for submitting items for regularly
5 scheduled board of commissioners' meetings to the clerk's office for inclusion on the next agenda is
6 10:00 a.m. on Friday prior to the meeting. A final copy of the agenda is distributed to the
7 commissioners, county attorney, county manager and appropriate staff by 2:00 p.m. on the Friday
8 preceding the scheduled meeting of the board. Copies are also made available to the public at that
9 time. A post agenda is provided after the meeting. The post agenda is a precursor to the final minutes
10 and reflects actions taken by the board at a particular meeting. Post agendas/preliminary minutes are
11 distributed by the clerk's office within 48 hours of a meeting.

12 (b) The agenda preparation procedure is as follows:

13 (1) Any commissioner wishing to place an item on the agenda may do so and should submit a
14 memorandum to the clerk stating the item to be placed on the agenda. Any supporting documents
15 germane to the item should also be submitted.

16 (2) Adding of items to the agenda during the meeting is disfavored. Where there is a showing of an
17 emergency or extraordinary circumstances exist, an item may be added to the agenda when it is
18 separately voted on and is adopted during the meeting by a supermajority of the board of
19 commissioners. A motion shall be properly made and must carry to add each item to the agenda
20 on the day of the meeting. That item shall appear on the post agenda under the "added during
21 the meeting" heading.

22 (3) During the public comment portion of a board meeting, citizens may voice county related
23 requests, concerns, opinions, etc. At the regular meeting, speakers will be heard prior to the
24 zoning portion of the agenda; if applicable, at the second regular meeting, prior to the county
25 manager's unfinished business. Before speaking, each speaker presenting in person must fill out
26 a speaker card, located at the assembly hall entrance and podium. All speaker cards must be
27 submitted to the clerk's staff, prior to the commencement of public comment, who will accept them
28 on a first-come, first served basis. The meeting will be aired live on all official Fulton County
29 Government media platforms as designated by the Fulton County Department of External Affairs.
30 ~~Speakers wishing to submit public comment to the board in writing can do so by submitting their~~
31 ~~comments in all forms deemed allowable by the Fulton County Department of External Affairs. To~~
32 ~~be read into the record, written comments must be received by 5:00 p.m. on the Tuesday,~~
33 ~~immediately prior to the meeting in the form outlined.~~ All virtual public comments and requests to
34 speak in person must be submitted before the clerk sounds the start of the meeting.

35 a. Speakers who cannot be present at assembly hall may speak live or via videoconference
36 (ex. Zoom). Speakers can also speak live from other county facilities made available, such
37 as the North Fulton Service Center or the South Fulton Service Center.

38 ~~b. Comments via e-mail shall be provided electronically to the BOC and their staff before the~~
39 ~~meeting begins and all comments shall be included as part of the minutes of the board of~~
40 ~~commissioners meeting.~~

41 ~~c. Comments via e-mail that are the same in nature or pertain to the same BOC agenda item~~
42 ~~number shall be categorized by county staff ahead of the meeting. To expedite time, for e-~~
43 ~~mailed public comments that are the same in nature or pertain to the same BOC agenda~~
44 ~~item number or subject matter/topic, the clerk or other assigned staff shall read the agenda~~
45 ~~item number and/or topic, and then read the list of public commenters' names and locations~~
46 ~~(if given) that are in support of the item; then read the list of public commenters' names and~~
47 ~~locations (if given) who oppose the agenda item or topic. This rule shall apply to all forms of~~
48 ~~pre-written/pre-recorded public comment.~~

49 ~~db.~~ Public comment will occur prior to the business portion of the BOC meeting and will be
50 strictly limited to 360 minutes. In-person comments will be made first, followed by
51 written/mailed comments. Regardless of the form of the public comment (spoken/written)
52 the time limit will be two minutes, and no time shall be yielded to other speakers. Priority for

public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board.

ec. In the event the 360-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. ~~Similarly, written comments (that were timely submitted) not previously read, may be read at the end of the meeting.~~

fd. Speaker cards will provide three options for those individuals who want to speak that were not able to comment during the initial 360-minute public comment time limit:

1. Speak at the end of the meeting;
2. Be placed at the front of the line for public comment at the next meeting; or
3. Provide written comment that will be read at the end of the BOC meeting.

ge. In the event that none of these three options are selected, the individual will forfeit their right to public comment for that day.

NOTE: If the subject matter involves an issue to be resolved, the citizen should first contact the county manager's office, which will ensure that the relevant department heads and other individuals are contacted to rectify the matter. If the issue cannot be resolved through the county manager's efforts, the citizen may then contact a commissioner so that the matter can be placed on a board meeting agenda. The commissioner should then inform the clerk by memorandum stating the subject to be discussed and the citizen who will speak.

The address and phone number of the citizen should be conveyed. Any supporting material germane to the issue should also be submitted.

(4) Whenever any agenda item, via resolution, seeks board approval of a written agreement, a copy of the written agreement shall be attached to the agenda item or resolution and shall be distributed by the clerk as with other agenda items. Upon approval of the item, the clerk shall include a copy of the written agreement in the official minutes of the board meeting at which such approval occurred.

(c) Once the agenda has been approved in the meeting, it takes four affirmative votes to remove county manager items. If the county manager decides to remove an item from the agenda, he/she should suggest removal from the agenda by submitting a request in writing to the clerk who will announce it during the adoption of the agenda. Four votes are required for approval. The county manager should be prepared to state his/her reason for removal. Commissioners can remove their items at any time and this action does not require board approval. The board enacted a "Three Meeting Held Rule" that gives the clerk the authority to remove commissioners' items that have been on the agenda for three meetings. The clerk shall further have authority to remove commissioners' items that have previously been determined by the board of commissioners to be matters reserved for discussion in executive session.

[NOTE: The yellow highlighted text above in Attachment A reflects previous amendments, unrelated to this Resolution, that were approved by the Fulton County Board of Commissioners via Item 24-0020 at the Board's January 16, 2024 Meeting, but which have not yet been updated in Municode.]



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0360

Meeting Date: 5/7/2025

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

Request approval of a Resolution to establish supplemental funding for overtime pay and other incentives intended to promote increased staffing and retention of Detention Officers and Sheriff's Deputies whose full time role is to provide detention services in Fulton County Jail facilities; and for other purposes. **(Ellis)**

1 **A RESOLUTION TO ESTABLISH SUPPLEMENTAL FUNDING FOR OVERTIME PAY**
2 **AND OTHER INCENTIVES INTENDED TO PROMOTE INCREASED STAFFING AND**
3 **RETENTION OF DETENTION OFFICERS AND SHERIFF'S DEPUTIES WHOSE FULL**
4 **TIME ROLE IS TO PROVIDE DETENTION SERVICES IN FULTON COUNTY JAIL**
5 **FACILITIES; AND FOR OTHER PURPOSES.**

6
7 **WHEREAS**, the Fulton County Board of Commissioners ("BOC") recognizes the
8 existence of staffing issues at Fulton County jail facilities ("jail facilities"), and that overtime
9 pay can be a necessary tool to stabilize operations from time to time; and

10 **WHEREAS**, continued heavy use of overtime is not an effective means of
11 providing a soundly staffed organization in the long-term, nor a highly effective means of
12 increasing hiring or long-term retention of employees, as illustrated by recent overtime
13 spending history in the Sheriff's Office of \$3.98 million in 2021, \$5.579 million in 2022,
14 \$12.2 million in 2023, and \$7.4 million in 2024; and

15 **WHEREAS**, while certain levels of overtime may be necessary to stabilize
16 operations from time to time, increased staffing, and prioritization and dedication of
17 staffing resources to detention services are much more critical; and

18 **WHEREAS**, despite a 52.5% increase in annual funding resources, representing
19 \$67,119,304 on an annual basis for the Sherriff's Office over the period from 2021 to 2024
20 (source data: Fulton County Finance Department)—including funding of substantive
21 employee raises, sign-on and relocation bonuses, reduction in minimum qualifications
22 and increases in minimum salaries—employee hiring and retention within the Sherriff's
23 Office have been inadequate over the past four years, especially with employees whose
24 principal role is the provision of detention services; and

25 **WHEREAS**, as of March 25, 2025, there were 144 vacant positions in the Sheriff's
26 Office, with the largest numbers of vacancies in the roles which provide detention services

(source data: Fulton County Department of Human Resources Management); and

WHEREAS, given the challenges in hiring and retention and various operational and supervisory issues noted in the Department of Justice (“DOJ”) investigative report, including staffing deficiencies and observations of Sherriff’s personnel involved in traffic enforcement and other traditional law enforcement activities that could be handled by municipal police departments or the Georgia State Patrol, the BOC has concern that Sheriff’s Office personnel resources are not being appropriately focused and concentrated in the provision of detention services, thereby unnecessarily creating safety and security issues; and

WHEREAS, the total number of filled positions in the Sheriff’s Office was 906 in 2020, and 875 in 2024; and

WHEREAS, during this time period, the Sheriff’s Office has created and staffed multiple specialized units, such as motorcycle and traffic units, thus further diluting staffing for detention services at jail facilities; and

WHEREAS, multiple news reports have revealed that a disturbingly large number of Sheriff’s Office employees providing detention services, as well as vendors providing contract detention related services, have been arrested or fired for violating the law in the conduct of their duties since January 2023, most prominently for providing contraband to inmates in Fulton County jail facilities (see list of 28 employee arrests, “Attachment A” to this Resolution); and

WHEREAS, given the inmate violence noted in the DOJ report, the vandalism of jail facilities and other reports of violence perpetrated by inmates using contraband, the BOC has concerns with the deficiency of training and basic security and screening

measures in place at the jail facilities as well as pre-employment screening; and

WHEREAS, the Board of Commissioners has authority, pursuant to the Constitution of the State of Georgia, Article 9, Sec. 2, ¶ 1(a), to adopt and amend reasonable ordinances, resolutions, or regulations relating to its affairs for which no provision has been made by general law and which is not inconsistent with the Georgia Constitution or any local law applicable thereto.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby provides for special one-time funding, divided into two special funds as described below, to be used for improving retention and hiring of detention officers and Sheriff's deputies whose full-time role will be the provision of detention services in Fulton County jail facilities.

BE IT FURTHER RESOLVED, that a Detention Services Overtime Fund in the amount of \$1,000,000 shall be set aside quarterly in Non-Agency using the County's general fund, for the purpose of overtime pay for Sheriff's Office employees whose full-time role is the provision of detention services in Fulton County jail facilities, with said fund terminating no later than December 31, 2025.

BE IT FURTHER RESOLVED, that a separate Detention Services Staffing Incentive Fund in the amount of \$1,000,000 shall be set aside as a one-time infusion in Non-Agency using the County's general fund, to be used for activities which foster and drive the hiring and retention of detention officers and deputies whose full-time role will be the provision of detention services in Fulton County jail facilities, with said fund terminating no later than December 31, 2025.

BE IT FURTHER RESOLVED, that reporting on the use of and effectiveness of

both the Detention Services Overtime Fund and Detention Services Staffing Incentive Fund will be required quarterly, including information on how funds were used and specific reporting of the number of employees whose full-time role is the provision of detention services, the number of new employees added as well as the number of employees who terminated employment, training initiatives, supervisory improvements and in-jail security initiatives which have been implemented to improve the safety and working environment for employees providing detention services in Fulton County jail facilities.

BE IT FURTHER RESOLVED, that both the Detention Services Overtime Fund and Detention Services Staffing Incentive Fund shall be structured, monitored and reviewed by the Fulton County Department of Human Resources Management to ensure that overtime payments from this fund are solely made to those providing detention services in Fulton County jail facilities, and used for activities which foster and drive the hiring and retention of detention officers and deputies whose full-time role will be the provision of detention services in Fulton County jail facilities.

BE IT FURTHER RESOLVED, that both Funds will be evaluated based on quarterly reporting to the BOC to determine if the funding should be continued for each subsequent quarter.

BE IT FURTHER RESOLVED, that, in order to begin utilizing this funding each quarter, the Sheriff must provide the Board of Commissioners with a complete roster of Sheriff's Office employees that includes specific job titles and an attestation as to whether each employee's full-time role is the provision of detention services in Fulton County jail facilities, indicating the principal facility where each employee works.

BE IT FURTHER RESOLVED, that the Board of Commissioners strongly urges the Sheriff to immediately limit all non-core services, including law enforcement activities for which state or municipal agencies have concurrent jurisdiction, and to redirect all available Sheriff's Office resources to the staffing of Fulton County jail facilities.

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

SO PASSED AND ADOPTED, this _____ day of _____, 2025.

**FULTON COUNTY BOARD OF
COMMISSIONERS**

Sponsored by:

Bob Ellis, Vice Chair (District 2)

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Attachment A

	Name	Date of Arrest	In-Job Arrest	Job Description	Job location	Nature of Arrest	Source of Information
1	Ebonee Grant	1/4/2023	Yes	Medical Assistant	Fulton County Jail	Providing contraband	AJC, WSB-TV, Fox 5, ANF
2	Reynard Trotman	2/9/2023	Yes	Detention Officer	Fulton County Jail	Aggravated assault, battery, reckless conduct, cruelty to inmate	11Alive, Fox 5
3	Kawana Jenkins	3/22/2023	Yes	Detention Officer	Fulton County Jail	Improper sexual contact, reckless conduct, cruelty to inmates,	FCSO News Release, Fox 5, AJC, ANF
4	Wanquilla Anthony	4/13/2023		Detention Officer	Fulton County Jail	Submitting contraband	Fox 5
5	Courtney Lofton	4/28/2023	No	Deputy	Fulton County Jail	Submitting fraudulent time sheets	Attorney General's Office, WSB-TV, 11Alive, AJC
6	Akeiba Stanley	6/2/2023	Yes	Deputy	Fulton County Jail	Sex Trafficking (soliciting a 17 year old)	11Alive, WSB-TV, Fox 5, AJC, Atlanta News First
7	Monique Clark	6/13/2023	Yes	Detention Officer	North Jail Annex (Alpharetta)	Smuggling contraband	U.S. Attorney's Office, Fox 5, AJC, WSB-TV
8	Demarcus Whatley	6/30/2023	Yes	Detention Officer	Fulton County Jail	Excessive force on inmate	Fox 5, 11 Alive, WSB-TV, ANF, AJC
9	Latasha Baker	11/18/2023	Yes	Detention Officer	South Jail Annex	Aggravated assault on inmates, reckless conduct	FCSO News Release, Fox 5, ANF, WSB-TV
						Possession of prohibited items by inmate inappropriate relationship w/inmate	
						Distributing obscene material, impersonating public officer, obstruction of law enforcement officer, possession of prohibited items by inmates	
10	Jessie Scott	11/23/2023	Yes	Detention Officer	Fulton County Jail	Inmates	Fox 5, 11 Alive, WSB-TV, ANF, AJC
11	Tiffany Anderson	1/4/2024	Yes	Food vendor	Fulton County Jail	Providing contraband	FCSO News Release, WSB-TV, Fox 5, AJC
12	Richard Smith	1/4/2024	Yes	Food vendor	Fulton County Jail	Providing contraband	(see above)
13	Sequoyah Anderson-Roberts	1/5/2024	Yes	Food vendor	Fulton County Jail	Providing contraband	(see above)
14	Nicole Sheats	1/9/2024	Yes	Food vendor	Fulton County Jail	Providing contraband	(see above)
15	Tiffany Davis	1/18/2024	Yes	Detention Officer	Fulton County Jail	Providing contraband	(see above)
16	LaQuana Ballard	8/21/2024	Yes	Security Officer	Fulton County Jail	Providing contraband	FCSO News Release, AJC, Fox 5, Atlanta News First
17	Regina Harris	8/21/2024	Yes	Security Officer	Fulton County Jail	Providing contraband	(see above)
18	Aniya Silas	8/21/2024	Yes	Security Officer	Fulton County Jail	Providing contraband	(see above)
19	Breasha Tate	8/21/2024	Yes	Security Officer	Fulton County Jail	Providing contraband. Sex with inmate	(see above)
20	Juanita Calloway	8/29/2024	Yes	Nurse	Fulton County Jail	Providing contraband	FCSO News Release, WSB-TV, Fox 5, ANF
21	Lorna Heath	8/29/2024	Yes	Detention Officer	Fulton County Jail	Providing contraband	(see above)
22	Karmen Bailey	10/8/2024	Yes	Detention Officer	Fulton County Jail	Bribery to smuggle contraband	FCSO News Release, AJC, Fox 5, WSB-TV, 11Alive
23	Jadon Young	2/5/2025	Yes	Detention Officer	Fulton County Jail	Possession of controlled substances, bringing prohibited items into jail	WSB-TV
24	Sgt. Khadijah Solomon	2/18/2025	Yes	Detention Officer	Fulton County Jail	Mistreatment of inmates	Fox 5, AJC, WSB-TV, Atlanta News First
25	Chantrece Buggs	2/18/2025	Yes	Detention Officer	Fulton County Jail	Mistreatment of inmates	(see above)
26	LaQuondria Pierce	2/18/2025	Yes	Detention Officer	Fulton County Jail	Mistreatment of inmates	(see above)
27	Alexus Buchanan	4/8/2025	Yes	Detention Officer	Fulton County Jail	Mistreatment of inmates	WSB-TV, 11Alive
28	Tiara Smith	4/8/2025	Yes	Detention Officer	Fulton County Jail	Mistreatment of inmates	(see above)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0361

Meeting Date: 5/7/2025

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

Discussion: Opportunities to generate market rate rental revenue for vacant and underutilized office space owned and maintained by Fulton County. **(Thorne)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0362

Meeting Date: 5/7/2025

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

Discussion: Library Parking - follow up on designated spaces **(Ellis)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0363

Meeting Date: 5/7/2025

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

Discussion: Clerk of Court Passport Fees: Disclosure and Reporting update on process and procedures **(Ellis)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0364

Meeting Date: 5/7/2025

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

Discussion: Update from the County Attorney on progress in addressing the issues at the Fulton County Jail as detailed in the Department of Justice Consent Decree. **(Barrett)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0365

Meeting Date: 5/7/2025

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

Discussion: Strategies to address the impact to Fulton County of the loss of Federal funding for health and human services. Fulton County has a responsibility for the health and wellbeing of our citizens which will be impacted by the cuts to the CDC and NIH that have already occurred, the proposed cuts to Medicaid and other federal health programs, and the possible loss of health-related grants to Fulton County. **(Barrett)**