

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

January 5, 2022
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)
Liz Hausmann, Commissioner (District 1)
Bob Ellis, Commissioner (District 2)
Lee Morris, Commissioner (District 3)
Natalie Hall, Vice Chair (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**22-0001 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 Regular Meeting Agenda for separate consideration.

22-0002 Board of Commissioners

Proclamations for Spreading on the Minutes

Proclamation recognizing "Chris Hagan Appreciation Day."
December 16, 2021 **(Hall)**

Proclamation recognizing "Keith Wilson Appreciation Day."
December 16, 2021 **(Hall)**

Proclamation recognizing "Dawn Axaam Appreciation Day."
December 16, 2021 **(Hall)**

Proclamation recognizing "Andrea Connor Appreciation Day."
December 16, 2021 **(Hall)**

Proclamation recognizing "Robert Connor Appreciation Day."
December 16, 2021 **(Hall)**

Proclamation recognizing "Mayor Keisha Lance Bottoms Appreciation Day."
December 20, 2021 **(Hall/BOC)**

Proclamation recognizing "Troy Cost Appreciation Day."
December 25, 2021 **(Pitts)**

Commissioners' District Board Appointments**22-0003 Board of Commissioners**

DEPARTMENT OF FAMILY & CHILDREN SERVICES BOARD

Term = 5 Years

Term below expired: 6/30/2021
Christine W. Merritt **(Hausmann)**

Commissioner Hausmann has nominated Christine W. Merritt for a District reappointment to a term ending June 30, 2026.

22-0004 **Board of Commissioners**
FULTON COUNTY VETERANS EMPOWERMENT COMMISSION, INC.

Term = 3 Years

Term below expires: 12/31/2024

Vacant (**Ellis**)

Commissioner Ellis has nominated Stephen Leake for a District appointment to a term ending December 31, 2024.

22-0025 **Board of Commissioners**
FULTON COUNTY VETERANS EMPOWERMENT COMMISSION, INC.

Term = 3 Years

Term below expires: 12/31/2024

Vacant (**Morris**)

Commissioner Morris has nominated Michael Moore for a District appointment to a term ending December 31, 2024.

Open & Responsible Government

22-0005 **Finance**
Request approval of the Resolution to modify membership of the Administrative Committee of the Fulton County 401(a) Defined Contribution Plan to the composition of Positions 6, 7 and 8 of the DC Plan Administrative Committee to allow Position 7 to be either an active or former employee of the County.

22-0006 **Real Estate and Asset Management**
Request approval of a Water Line Easement Dedication of 317 square feet to Fulton County, a political subdivision of the State of Georgia, from Berkdale at Crabapple HOA, Inc. for the purpose of constructing the Berkdale at Crabapple III Project at 0 Applegate Drive, Roswell, Georgia 30076.

22-0007 **Real Estate and Asset Management**
Request approval of a Water Line Easement Dedication of 175 square feet to Fulton County, a political subdivision of the State of Georgia, from Berkdale at Crabapple HOA, Inc. for the purpose of constructing the Berkdale at Crabapple III Project at 0 Applegate Drive, Roswell, Georgia 30076.

22-0008 **Real Estate and Asset Management**
Request approval of a Sewer Easement Dedication of 1,942.5 square feet to Fulton County, a political subdivision of the State of Georgia, from Pulte Home Company, LLC for the purpose of constructing the Berkdale at Crabapple III Project at 12121 Houze Road, Roswell, Georgia 30076.

22-0009 Real Estate and Asset Management

Request approval of a Water Line Easement Dedication of 8,779 square feet to Fulton County, a political subdivision of the State of Georgia, from Pulte Home Company, LLC for the purpose of constructing the Berkdale at Crabapple III Project at 12121 Houze Road, Roswell, Georgia 30076.

Justice and Safety**22-0010 District Attorney**

Request approval of a Memorandum of Understanding between Fulton County District Attorney and four Sub-recipients of the 2020 Comprehensive Anti-Gang Program for Youth awarded to the District Attorney: Atlanta Police Foundation, CHRIS 180, Offender Alumni Association and We Are Value Excellence Inc.

REGULAR MEETING AGENDA**22-0011 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

22-0012 Board of Commissioners

Appointment of the Vice-Chairman.

Appointment of the Vice-Chairman of the Fulton County Board of Commissioners for a one-year term, in accordance to the current Fulton County Code § 101-36 (b), amended by the Board on October 20, 2021 (Item #21-0839).

22-0013 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, December 1, 2021

Recess Meeting Post Agenda Minutes, December 15, 2021

Emergency Special Called Meeting Post Agenda Minutes December 24, 2021

Special Called Meeting Post Agenda Minutes December 30, 2021

22-0014 Board of Commissioners

Presentation of Proclamations and Certificates.

PUBLIC HEARINGS**22-0015 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.

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 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting. In the event the 30 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. For more information or to arrange a speaking date, contact the Clerk's Office.

COUNTY MANAGER'S ACTION ITEMS**Open & Responsible Government****22-0016 County Manager**

Presentation of COVID-19 Operational Response Update.

22-0017 Finance

Review and approval of the FY2022 Final Adopted Budget and FY2022 Budget Resolution.

22-0018 Registration & Elections

Request approval of qualifying fees for Fulton County offices to be filled in the 2022 primary or non-partisan election.

22-0019 Human Resources Management

Request approval to modify the classification section of the Classification and Compensation plan by changing the pay range of the existing classification of Locksmith from grade 10 to a set-rate range of \$57,000.00 - \$72,000.00.

Health and Human Services**22-0020 Public Works**

Request approval of a Resolution expressing Fulton County's support and approval of a Memorandum of Understanding regarding funding and collaboration by and between Fulton County, Georgia, the Atlanta-Region Transit Link Authority, the Metropolitan Atlanta Rapid Transit Authority, Cobb County, Gwinnett County, Dekalb County, Georgia, the Georgia Department of Transportation, and the Atlanta Regional Commission; authorizing the Chairman to execute the Memorandum of Understanding.

COMMISSIONERS' ACTION ITEMS**Commissioners' Full Board Appointments****22-0021 Board of Commissioners**

SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT BOARD

Term = Serves at the pleasure of the governing body which appointed them.

Term below expires: Serving at the pleasure of the BOC
Carl D. Cox (**BOC-2/Carn**) (**Resigned**)

Commissioner Abdur-Rahman has nominated Jim Sams for a Full Board appointment.

22-0022 Board of Commissioners

SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT BOARD

Term = Serves at the pleasure of the governing body which appointed them.

Term below expires: Serving at the pleasure of the BOC
Kent Mason (**BOC-2/Carn**)

Commissioner Abdur-Rahman has nominated Kent Mason for a Full Board reappointment.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**22-0023 Board of Commissioners**

Presentation: Georgia Music Accord Feasibility Study (**Pitts**)

EXECUTIVE SESSION

22-0024 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.: 22-0002

Meeting Date: 1/5/2022

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

Proclamations for Spreading on the Minutes

Proclamation recognizing "Chris Hagan Appreciation Day."
December 16, 2021 **(Hall)**

Proclamation recognizing "Keith Wilson Appreciation Day."
December 16, 2021 **(Hall)**

Proclamation recognizing "Dawn Aham Appreciation Day."
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Proclamation recognizing "Andrea Connor Appreciation Day."
December 16, 2021 **(Hall)**

Proclamation recognizing "Robert Connor Appreciation Day."
December 16, 2021 **(Hall)**

Proclamation recognizing "Mayor Keisha Lance Bottoms Appreciation Day."
December 20, 2021 **(Hall/BOC)**

Proclamation recognizing "Troy Cost Appreciation Day."
December 25, 2021 **(Pitts)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0003

Meeting Date: 1/5/2022

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

DEPARTMENT OF FAMILY & CHILDREN SERVICES BOARD

Term = 5 Years

Term below expired: 6/30/2021

Christine W. Merritt (**Hausmann**)

Commissioner Hausmann has nominated Christine W. Merritt for a District reappointment to a term ending June 30, 2026.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0004

Meeting Date: 1/5/2022

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

FULTON COUNTY VETERANS EMPOWERMENT COMMISSION, INC.

Term = 3 Years

Term below expires: 12/31/2024

Vacant **(Ellis)**

Commissioner Ellis has nominated Stephen Leake for a District appointment to a term ending December 31, 2024.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0005

Meeting Date: 1/5/2022

Department

Finance

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

Request approval of the Resolution to modify membership of the Administrative Committee of the Fulton County 401(a) Defined Contribution Plan to the composition of Positions 6, 7 and 8 of the DC Plan Administrative Committee to allow Position 7 to be either an active or former employee of the County.

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

In accordance with Board policy all 401(a) Defined Contribution Plan Amendments 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: The Fulton County Board of Commissioners previously expanded the membership of the DC Plan Administrative Committee by a resolution adopted on October 21, 2015 to its current composition, which currently consists of the following: The Chairman of the Fulton County Board of Commissioners or an individual designated by the Chairman to serve in his or her stead (Position 1); Two (2) members of the Fulton County Board of Commissioners other than the Chairman, who shall

be appointed by the Board of Commissioners (Positions 2 and 3); The County Manager of Fulton County or an individual designated by the County Manager to serve in his or her stead (Position 4); The Fulton County Chief Financial Officer or an individual designated by the Chief Financial Officer to serve in his or her stead (Position 5); Three (3) active employees of Fulton County who are participants in the DC Plan (Positions 6, 7 and 8); A member of the public who is a resident and taxpayer of Fulton County and not an active or retired public employee or the holder of any public office (Position 9). The DC Plan Administrative Committee is recommending a change to the composition of Positions 6, 7 and 8 of the DC Plan Administrative Committee to allow Position 7 to be either an active or former employee of the County. This recommended change will allow the composition of the DC Plan Administrative Committee for Positions 6, 7 and 8 to comprise of Two (2) active employees of Fulton County who are participants in the DC Plan (Positions 6 and 8) One (1) active or former employee of Fulton County who is a participant in the DC Plan (Position 7).

Community Impact: None

Department Recommendation: The Finance Department recommends approval of the resolution to modify membership of the Administrative of the Fulton County 401(a) Defined Contribution Plan to allow Position 7 to be either an active or former employee of the County.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

RESOLUTIONS OF THE FULTON COUNTY
BOARD OF COMMISSIONERS

RESOLUTIONS MODIFYING MEMBERSHIP OF THE ADMINISTRATIVE COMMITTEE
OF THE FULTON COUNTY DEFINED CONTRIBUTION PLAN

WHEREAS, Fulton County established the Fulton County Defined Contribution Plan effective July 1, 1999 (the “DC Plan”), which provides certain retirement benefits for Fulton County officers and employees and is overseen by the DC Plan Administrative Committee;

WHEREAS, the Fulton County Board of Commissioners previously expanded the membership of the DC Plan Administrative Committee by a resolution adopted on October 21, 2015, to its current composition, which currently consists of the following:

- The Chairman of the Fulton County Board of Commissioners or an individual designated by the Chairman to serve in his or her stead (Position 1)
- Two (2) members of the Fulton County Board of Commissioners other than the Chairman, who shall be appointed by the Board of Commissioners (Positions 2 and 3)
- The County Manager of Fulton County or an individual designated by the County Manager to serve in his or her stead (Position 4)
- The Fulton County Chief Financial Officer or an individual designated by the Chief Financial Officer to serve in his or her stead (Position 5)
- Three (3) active employees of Fulton County who are participants in the DC Plan (Positions 6, 7 and 8)
- A member of the public who is a resident and taxpayer of Fulton County and not an active or retired public employee or the holder of any public office (Position 9); and

WHEREAS, the DC Plan Administrative Committee has recommended a change to the composition of Positions 6, 7 and 8 of the DC Plan Administrative Committee to allow Position 7 to be either an active or former employee of the County.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners (the “Board of Commissioners”) hereby authorizes and approves the following changes to the composition of the DC Plan Administrative Committee for Positions 6, 7 and 8:

- Two (2) active employees of Fulton County who are participants in the DC Plan (Positions 6 and 8)
- One (1) active or former employee of Fulton County who is a participant in the DC Plan (Position 7).

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners or his designee is hereby authorized, empowered and directed to take all actions and to execute and deliver all agreements, instruments, indentures, and documents as he shall deem necessary to carry out the intent of the foregoing resolutions.

BE IT FURTHER RESOLVED, that the signature of the Chairman of the Board of Commissioners or any designee on any agreement, instrument, indenture, or document shall be conclusive evidence of his authority.

BE IT FINALLY RESOLVED, that this Resolution shall become effective when 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 _____, 2022.

**BOARD OF COMMISSIONERS
FULTON COUNTY, GEORGIA**

By: _____
Robert L. Pitts, Chairman

ATTEST:

APPROVED AS TO FORM:

Tonya Grier
Clerk to the Commission

Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0006

Meeting Date: 1/5/2022

Department

Real Estate and Asset Management

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

Request approval of a Water Line Easement Dedication of 317 square feet to Fulton County, a political subdivision of the State of Georgia, from Berkdale at Crabapple HOA, Inc. for the purpose of constructing the Berkdale at Crabapple III Project at 0 Applegate Drive, Roswell, Georgia 30076.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Berkdale at Crabapple III Project, a residential subdivision development, requires the construction of a water line. Fulton County development regulations require that all new waterline connections acknowledge Fulton County's ownership interests in the area(s) in which a water service line connection is being made prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed consists of 317 square feet and is located in Land Lot 1281 of the 2nd District, 2nd Section of Fulton County, Georgia.

Community Impact: Click or tap here to enter text.

The community will benefit from the extension of the County's water system and the addition of a new residential subdivision.

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

[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 : BERKDALE AT CRABAPPLE PHASE III
Tax Parcel Identification No.: 22 387012812603
Land Disturbance Permit No.: 36171
Zoning/Special Use Permit No.: RZ 201500760
(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 30TH day of JULY, 2021, between
BERKDALE AT CRABAPPLE HOA, INC., a corporation
duly organized under the laws of the State of GEORGIA, party of the first
part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of
Georgia, party of the second part 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)
1281, 2ND Section (if applicable) of District 2, Fulton County,
Georgia, and more particularly described as follows: To wit:

BERKDALE AT CRABAPPLE PHASE III

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

Water Line Easement – Corporate
Revised 08/20/2007

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.

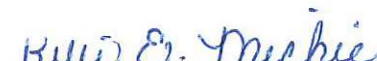
Said Grantor hereby warrants that it has the right to sell and convey said water line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and 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 12
day of August, 20 21
in the presence of:


Witness


Notary Public

[NOTARIAL SEAL]



GRANTOR: Berndale at Crabapple HOA, Inc.
Corporate Name

By: Ravi Patil
Print Name: RAVI PATIL
Title: HOA PRESIDENT

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

EXHIBIT "A"

**WATER EASEMENT PLAT EXHIBIT
WATER EASEMENT LEGAL DESCRIPTION**

LEGAL DESCRIPTION – BERKDALE AT CRABAPPLE PHASE III
WATER LINE EASEMENT – BERKDALE AT CRABAPPLE HOA, INC.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1281 OF THE 2ND LAND DISTRICT, 2ND SECTION OF THE CITY OF ROSWELL, FULTON COUNTY, GEORGIA, CONTAINING A TOTAL OF 317.168 SQUARE FEET AND BEING MORE PARTICULARLY DESCRIBED AS "WATER LINE EASEMENT" ON AN EASEMENT EXHIBIT PREPARED BY MAXWELL-REDDICK AND ASSOCIATES, DATED JULY 20TH, 2021 WHICH READS AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF APPEGATE DRIVE (50'R/W) AND THE EASTERN RIGHT-OF-WAY OF APPLECRISP ROAD (50'R/W), THENCE ALONG THE RIGHT-OF-WAY OF APPLECRISP ROAD CLOCKWISE ALONG THE ARC OF A CURVE (ARC=25.05', RADIUS=20.20') WHICH SUBTENDS A CHORD OF NORTH 53°25'20" WEST A DISTANCE OF 23.47' TO A POINT; THENCE LEAVING THE EASTERN RIGHT-OF-WAY OF APPLECRISP ROAD SOUTH 89°30'37" EAST A DISTANCE OF 28.08' TO A POINT; THENCE SOUTH 00°32'54" WEST A DISTANCE OF 13.83' TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF APPEGATE DRIVE; THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF APPEGATE DRIVE NORTH 89°27'38" WEST A DISTANCE OF 9.10' TO A POINT, WHICH IS THE POINT OF BEGINNING.

317.168 SQUARE FEET IN TAX PARCEL ID - 22 387012812603 – OWNER: BERKDALE AT CRABAPPLE HOA, INC.

AB



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0007

Meeting Date: 1/5/2022

Department

Real Estate and Asset Management

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

Request approval of a Water Line Easement Dedication of 175 square feet to Fulton County, a political subdivision of the State of Georgia, from Berkdale at Crabapple HOA, Inc. for the purpose of constructing the Berkdale at Crabapple III Project at 0 Applegate Drive, Roswell, Georgia 30076.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Berkdale at Crabapple III Project, a residential subdivision development, requires the construction of a water line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) in which a water service line connection is being made prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed consists of 175 square feet and is located in Land Lot 1281 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 new residential subdivision

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

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

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Return Recorded Document to:
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Atlanta, Georgia 30303

Project Name : BERKDALE AT CRABAPPLE PHASE III
Tax Parcel Identification No.: 22 387012812603
Land Disturbance Permit No.: 36171
Zoning/Special Use Permit No.: RZ 201500760
(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 30TH day of JULY, 2021, between
BERKDALE AT CRABAPPLE HOA, INC., a corporation
duly organized under the laws of the State of GEORGIA, party of the first
part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of
Georgia, party of the second part 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)
1282, 2ND Section (if applicable) of District 2, Fulton County,
Georgia, and more particularly described as follows: To wit:

BERKDALE AT CRABAPPLE PHASE III

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

Water Line Easement – Corporate
Revised 08/20/2007

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 12
day of August, 20 21
in the presence of:

[Signature]
Witness

Kelli E. Michie
Notary Public

[NOTARIAL SEAL]



GRANTOR: Beverdale of Crabapple HOA, Inc.
Corporate Name

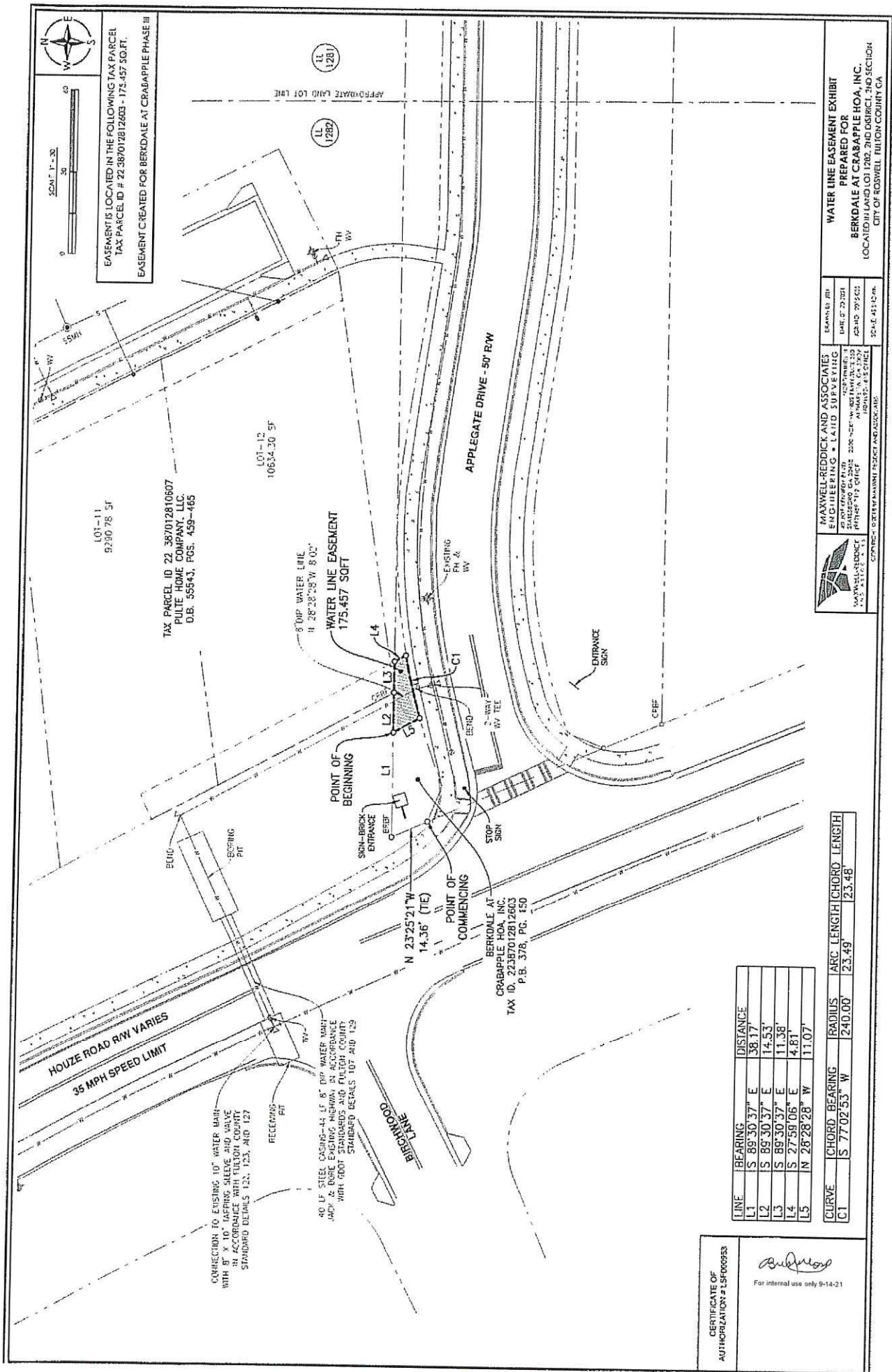
By: Ravi Patil
Print Name: RAVI PATIL
Title: HOA PRESIDENT

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

EXHIBIT "A"

**WATER EASEMENT PLAT EXHIBIT
WATER EASEMENT LEGAL DESCRIPTION**



LOT-11
92.30 78.5F

LOT-12
106.34 30.5F

TAX PARCEL ID 22 387012810607
PULTE HOME COMPANY, LLC
D.B. 55543, PGS. 459-465

5" DIP WATER LINE
N 28°28'25"W 80.2'

WATER LINE EASEMENT
175.457 SOFT

POINT OF BEGINNING

POINT OF COMMENCING

BERKDALE AT CRABAPPLE HOA, INC.
TAX ID, 22387012812603
P.B. 378, PG. 150

HOUSE ROAD R/W VARIES
35 MPH SPEED LIMIT

CONNECTION TO EXISTING 10" WATER MAIN
WITH 8" X 10" TAPPING SLEEVE AND VALVE
IN ACCORDANCE WITH TULSON COUNTY
STANDARD DETAILS 123, 123.5, AND 127

40 LF STEEL CASING-44 LF 8" DIP WATER MAIN
JACKETED EXISTING HIGHWAY IN ACCORDANCE
WITH TULSON COUNTY STANDARD DETAILS 107 AND 125

LINE	BEARING	DISTANCE
L1	S 89°30'37" E	38.17'
L2	S 89°30'37" E	14.53'
L3	S 89°30'37" E	11.38'
L4	S 27°58'06" E	4.81'
L5	N 28°28'28" W	11.07'

CURVE	CHORD BEARING	RADIUS	ARC LENGTH	CHORD LENGTH
C1	S 77°02'55" W	240.00'	23.49'	23.48'

CERTIFICATE OF
AUTHORIZATION #15F00953

For internal use only 9-14-21



MAXWELL REDDICK AND ASSOCIATES
ENGINEERING & LAND SURVEYING
2000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
FAX: 303.733.1101
WWW.MRANCO.COM

WATER LINE EASEMENT EXHIBIT
PREPARED FOR
BERKDALE AT CRABAPPLE HOA, INC.
LOCATED IN LOT 1282, 2ND DISTRICT, 2ND SECTION
CITY OF ROSWELL, TULSON COUNTY, GA

EXAMINER
DATE: 7/2/2021
CADD: 303.733.1100
SCALE: AS SHOWN

LEGAL DESCRIPTION – BERKDALE AT CRABAPPLE PHASE III
WATER LINE EASEMENT – BERKDALE AT CRABAPPLE HOA, INC.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1282 OF THE 2ND LAND DISTRICT, 2ND SECTION OF THE CITY OF ROSWELL, FULTON COUNTY, GEORGIA, CONTAINING A TOTAL OF 175.457 SQUARE FEET AND BEING MORE PARTICULARLY DESCRIBED AS "WATER LINE EASEMENT" ON AN EASEMENT EXHIBIT PREPARED BY MAXWELL-REDDICK AND ASSOCIATES, DATED JULY 20TH, 2021 WHICH READS AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF APPEGATE DRIVE (50'R/W) AND THE EASTERN RIGHT-OF-WAY OF HOUZE ROAD (R/W VARIES), THENCE ALONG THE EASTERN RIGHT-OF-WAY OF HOUZE ROAD NORTH 23°25'21" WEST A DISTANCE OF 14.36' TO A BENT REBAR FOUND (BRBF); THENCE CONTINUING ALONG THE EASTERN RIGHT-OF-WAY OF HOUZE ROAD SOUTH 89°30'37" EAST A DISTANCE OF 38.17' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY OF HOUZE ROAD, THENCE ALONG THE EASTERN RIGHT-OF-WAY OF HOUZE ROAD SOUTH 89°30'37" EAST A DISTANCE OF 14.53' TO A CAPPED REBAR FOUND (CRBF); THENCE LEAVING THE EASTERN RIGHT-OF-WAY OF HOUZE ROAD SOUTH 89°30'37" EAST A DISTANCE OF 11.38' TO A POINT; THENCE SOUTH 27°59'06" EAST A DISTANCE OF 4.81' TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF APPEGATE DRIVE; THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF APPEGATE DRIVE COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=23.49', RADIUS=240.00') WHICH SUBTENDS A CHORD OF SOUTH 77°02'53" WEST A DISTANCE OF 23.48' TO A POINT; THENCE LEAVING THE NORTHERN RIGHT-OF-WAY OF APPEGATE DRIVE NORTH 28°28'28" WEST A DISTANCE OF 11.07' TO A POINT ON THE EASTERN RIGHT-OF-WAY OF HOUZE ROAD, WHICH IS THE POINT OF BEGINNING.

175.457 SQUARE FEET IN TAX PARCEL ID - 22 387012812603 – OWNER: BERKDALE AT CRABAPPLE HOA, INC.

AB



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0008

Meeting Date: 1/5/2022

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 1,942.5 square feet to Fulton County, a political subdivision of the State of Georgia, from Pulte Home Company, LLC for the purpose of constructing the Berkdale at Crabapple III Project at 12121 Houze Road, Roswell, Georgia 30076.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Berkdale at Crabapple III Project, a residential subdivision development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 1,942.5 square feet and is located in Land Lot 1281 of the 2nd District 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

[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 : BERKDALE AT CRABAPPLE PHASE III
Tax Parcel Identification No.: 22 387012810607
Land Disturbance Permit No.: 36171
Zoning/Special Use Permit No.: RZ 201500760
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 30TH day of JULY, 2021, between
PULTE HOME COMPANY, 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) 1281 of the District, 2ND Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

BERKDALE AT CRABAPPLE PHASE III

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 18th
day of August 20 21
in the presence of:

[Signature]
Witness

Nora Christina Mckewen
Notary Public



[NOTARIAL SEAL]

GRANTOR: Pulte Home Company, LLC
CORPORATE NAME

By: [Signature]
Print Name: Jason Barrett
Title: Div VP Land Plan & Development

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

EXHIBIT "A"

**SANITARY EASEMENT PLAT EXHIBIT
SANITARY EASEMENT LEGAL DESCRIPTION**

LEGAL DESCRIPTION – BERKDALE AT CRABAPPLE PHASE III
SANITARY SEWER EASEMENT – PULTE HOME COMPANY, LLC.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1281 OF THE 2ND LAND DISTRICT, 2ND SECTION OF THE CITY OF ROSWELL, FULTON COUNTY, GEORGIA, CONTAINING A TOTAL OF 1942.539 SQUARE FEET AND BEING MORE PARTICULARLY DESCRIBED AS "SANITARY SEWER EASEMENT" ON AN EASEMENT EXHIBIT PREPARED BY MAXWELL-REDDICK AND ASSOCIATES, DATED JULY 20TH, 2021 WHICH READS AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF APPLGATE DRIVE (50'R/W) AND THE EASTERN RIGHT-OF-WAY OF APPLECRISP ROAD (50'R/W), THENCE ALONG THE EASTERN RIGHT-OF-WAY OF APPLECRISP ROAD CLOCKWISE ALONG THE ARC OF A CURVE (ARC=25.05', RADIUS=20.20') WHICH SUBTENDS A CHORD OF NORTH 53°25'20" WEST A DISTANCE OF 23.47' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY OF APPLECRISP ROAD, THENCE ALONG THE EASTERN RIGHT-OF-WAY OF APPLECRISP ROAD CLOCKWISE ALONG THE ARC OF A CURVE (ARC=15.67', RADIUS=101.00') WHICH SUBTENDS A CHORD OF NORTH 18°23'06" WEST A DISTANCE OF 15.66' TO A POINT;

THENCE LEAVING THE EASTERN RIGHT-OF-WAY OF APPLECRISP ROAD SOUTH 89°31'24" EAST A DISTANCE OF 116.98' TO A POINT; THENCE SOUTH 69°36'56" EAST A DISTANCE OF 26.05' TO A POINT; THENCE SOUTH 20°23'04" WEST A DISTANCE OF 6.36' TO A POINT; THENCE NORTH 89°30'37" WEST A DISTANCE OF 134.25' TO A POINT ON THE EASTERN RIGHT-OF-WAY OF APPLECRISP ROAD, WHICH IS THE POINT OF BEGINNING.

1942.539 SQUARE FEET IN TAX PARCEL ID - 22 387012810607 – OWNER: PULTE HOME COMPANY, LLC.

AB



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0009

Meeting Date: 1/5/2022

Department

Real Estate and Asset Management

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

Request approval of a Water Line Easement Dedication of 8,779 square feet to Fulton County, a political subdivision of the State of Georgia, from Pulte Home Company, LLC for the purpose of constructing the Berkdale at Crabapple III Project at 12121 Houze Road, Roswell, Georgia 30076.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Berkdale at Crabapple III Project, a residential subdivision development, requires the construction of a water line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) in which a water service line connection is being made prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed consists of 8,779 square feet and is located in Land Lot 1281 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 new residential subdivision.

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

[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 : BERKDALE AT CRABAPPLE PHASE III
Tax Parcel Identification No.: 22 387012810607
Land Disturbance Permit No.: 36171
Zoning/Special Use Permit No.: RZ 201500760
(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 30TH day of JULY, 2021, between
PULTE HOME COMPANY, 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)
1281 AND 1282, 2ND Section (if applicable) of District 2, Fulton County,
Georgia, and more particularly described as follows: To wit:

BERKDALE AT CRABAPPLE PHASE III

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

Water Line Easement – Corporate
Revised 08/20/2007

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 18th
day of August, 20 21
in the presence of:

[Signature]
Witness

Nora Christina McKewen
Notary Public

[NOTARIAL SEAL]



GRANTOR: Pulte Home Company, LLC
Corporate Name

By: [Signature]
Print Name: Jason Barrett

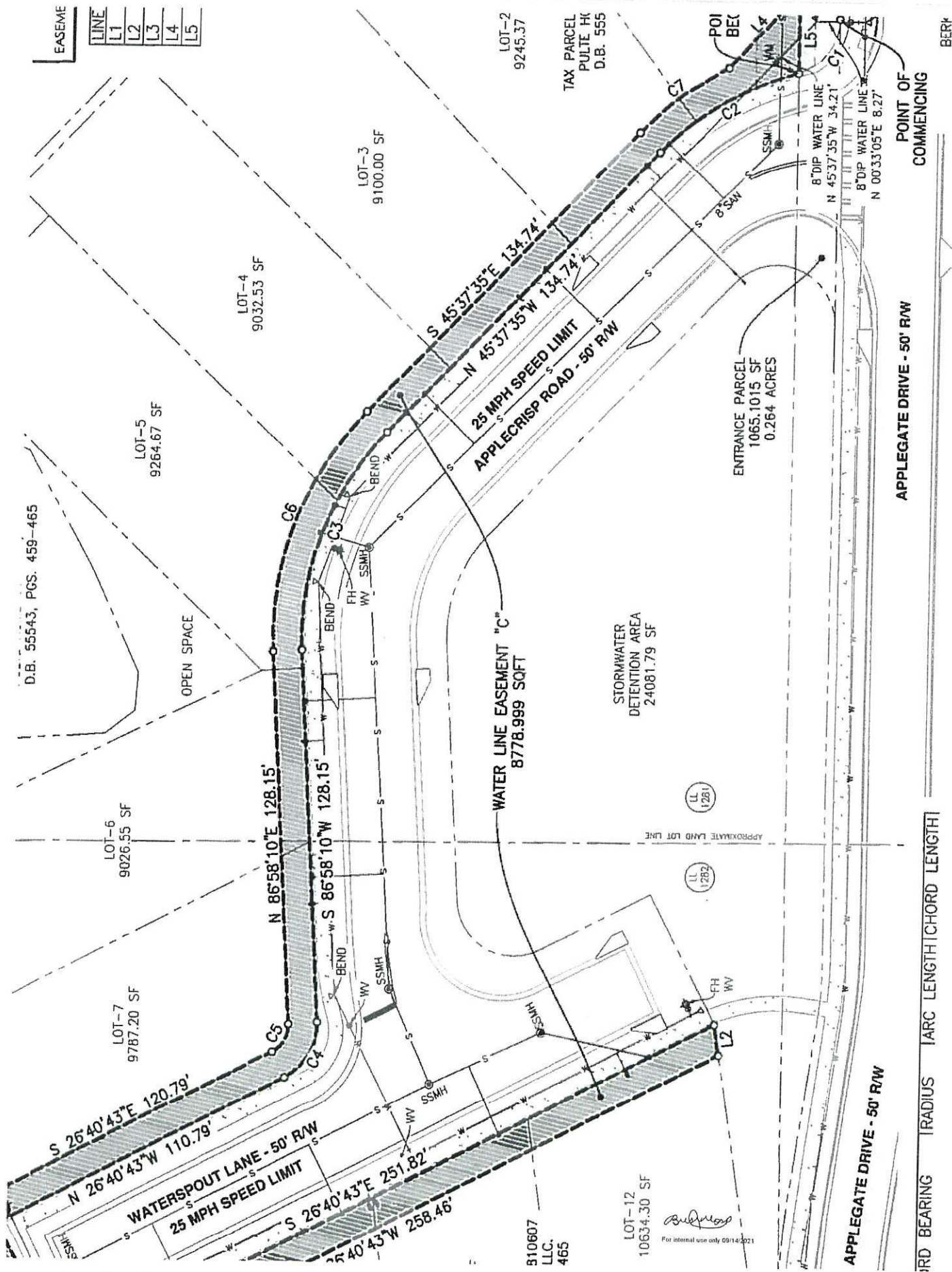
Title: Dir VP Land Plan & Development

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

EXHIBIT "A"

**WATER EASEMENT PLAT EXHIBIT
WATER EASEMENT LEGAL DESCRIPTION**



LEGAL DESCRIPTION – BERKDALE AT CRABAPPLE PHASE III
WATER LINE EASEMENT – PULTE HOME COMPANY, LLC.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1281 AND 1282 OF THE 2ND LAND DISTRICT, 2ND SECTION OF THE CITY OF ROSWELL, FULTON COUNTY, GEORGIA, CONTAINING A TOTAL OF 8778.999 SQUARE FEET AND BEING MORE PARTICULARLY DESCRIBED AS "WATER LINE EASEMENT" ON AN EASEMENT EXHIBIT PREPARED BY MAXWELL-REDDICK AND ASSOCIATES, DATED JULY 20TH, 2021 WHICH READS AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF APPELGATE DRIVE (50'R/W) AND THE EASTERN RIGHT-OF-WAY OF APPLECRISP ROAD (50'R/W), THENCE ALONG THE RIGHT-OF-WAY OF APPLECRISP ROAD CLOCKWISE ALONG THE ARC OF A CURVE (ARC=25.05', RADIUS=20.20') WHICH SUBTENDS A CHORD OF NORTH 53°25'20" WEST A DISTANCE OF 23.47' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY OF APPLECRISP ROAD, THENCE ALONG THE RIGHT-OF-WAY OF APPLECRISP ROAD COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=55.60', RADIUS=100.71') WHICH SUBTENDS A CHORD OF NORTH 29°44'19" WEST A DISTANCE OF 54.89' TO A POINT; THENCE CONTINUING ALONG THE RIGHT-OF-WAY OF APPLECRISP ROAD NORTH 45°37'35" WEST A DISTANCE OF 134.74' TO A POINT; THENCE CONTINUING ALONG THE RIGHT-OF-WAY OF APPLECRISP ROAD COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=82.74', RADIUS=100.00') WHICH SUBTENDS A CHORD OF NORTH 69°19'42" WEST A DISTANCE OF 80.40' TO A POINT; THENCE CONTINUING ALONG THE RIGHT-OF-WAY OF APPLECRISP ROAD SOUTH 86°58'10" WEST A DISTANCE OF 128.15' TO A POINT ON THE SOUTHEASTERN END OF THE MITERED INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF APPLECRISP ROAD (50' R/W) AND THE EASTERN RIGHT-OF-WAY OF WATERSPOUT LANE (50' R/W); THENCE ALONG THE MITERED INTERSECTION CLOCKWISE ALONG THE ARC OF A CURVE (ARC=23.16', RADIUS=20.00') WHICH SUBTENDS A CHORD OF NORTH 59°51'16" WEST A DISTANCE OF 21.89' TO A POINT ON THE NORTHWESTERN END OF THE MITERED INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF APPLECRISP ROAD AND THE EASTERN RIGHT-OF-WAY OF WATERSPOUT LANE; THENCE ALONG THE RIGHT-OF-WAY OF WATERSPOUT LANE NORTH 26°40'43" WEST A DISTANCE OF 110.79' TO A POINT; THENCE CONTINUING ALONG THE RIGHT-OF-WAY OF WATERSPOUT LANE SOUTH 63°19'17" WEST A DISTANCE OF 50.00' TO A POINT; THENCE CONTINUING ALONG THE RIGHT-OF-WAY OF WATERSPOUT LANE SOUTH 26°40'43" EAST A DISTANCE OF 251.82' TO A POINT; THENCE LEAVING THE RIGHT-OF-WAY OF WATERSPOUT LANE SOUTH 81°53'17" WEST A DISTANCE OF 10.55' TO A POINT; THENCE NORTH 26°40'43" WEST A DISTANCE OF 258.46' TO A POINT; THENCE NORTH 63°19'17" EAST A DISTANCE OF 70.00' TO A POINT; THENCE SOUTH 26°40'43" EAST A DISTANCE OF 120.79' TO A POINT; THENCE COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=11.58', RADIUS=10.00') WHICH SUBTENDS A CHORD OF SOUTH 59°51'16" EAST A DISTANCE OF 10.94' TO A POINT; THENCE NORTH 86°58'10" EAST A DISTANCE OF 128.15' TO A POINT; THENCE CLOCKWISE ALONG THE ARC OF A CURVE (ARC=91.01', RADIUS=110.00') WHICH SUBTENDS A CHORD OF SOUTH 69°19'42" EAST A DISTANCE OF 88.44' TO A POINT; THENCE SOUTH 45°37'35" EAST A DISTANCE OF 134.74' TO A POINT; THENCE CLOCKWISE ALONG THE ARC OF A CURVE (ARC=38.00', RADIUS=110.71') WHICH SUBTENDS A CHORD OF SOUTH 35°43'40" EAST A DISTANCE OF 37.81' TO A POINT;

THENCE SOUTH 47°07'56" EAST A DISTANCE OF 35.80' TO A POINT; THENCE NORTH 89°30'37" WEST A DISTANCE OF 28.08' TO A POINT ON THE EASTERN RIGHT-OF-WAY OF APPLECRISP ROAD, WHICH IS THE POINT OF BEGINNING.

8778.999 SQUARE FEET IN TAX PARCEL ID - 22 387012810607 – OWNER: PULTE HOME COMPANY, LLC.

AB



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0010

Meeting Date: 1/5/2022

Department

District Attorney

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

Request approval of a Memorandum of Understanding between Fulton County District Attorney and four Sub-recipients of the 2020 Comprehensive Anti-Gang Program for Youth awarded to the District Attorney: Atlanta Police Foundation, CHRIS 180, Offender Alumni Association and We Are Value Excellence Inc.

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

Vote to Approve

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.)* FCDAO recommends that the Board of Commissioners approve the Memorandum of Understanding Agreements with the four sub recipients (Chris 180, Offender Alumni Association, Atlanta Police Foundation and We All Value Excellence) of the FCDAO's grant from the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") to implement the Comprehensive Gang Model. The FCDAP and the Sub recipients will work implement gang prevention, intervention, community engagement, and violence interruption strategies based. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs.

Scope of Work: The Sub recipients will work implement gang prevention, intervention, community

engagement, and violence interruption strategies based on OJJDP models.

Community Impact: Over 400,000 youth are recruited into gangs annually in the United States. Additionally, Juveniles in gangs were responsible for the majority of crimes recorded in 15 states including Georgia. The community must engage in programs to interrupt the aggressive gang recruitment tactics of our youth

Department Recommendation: The District Attorney recommends approving the Memorandums of Understanding.

Project Implications: The implications are to reduce gang recruitment of youth and dissuade youth in the criminal justice system not to return to gang membership by providing intensive mentorship and wrap around services for youth and their families.

Community Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partners

Department Issues/Concerns: No issues or concerns from the District Attorney about these sub recipient partner MOUs

**MEMORANDUM OF UNDERSTANDING BETWEEN
FULTON COUNTY, GEORGIA,
FULTON COUNTY DISTRICT ATTORNEY'S OFFICE
AND ATLANTA POLICE FOUNDATION
2020 Comprehensive Anti-Gang Programs for Youth
PURPOSE AND ROLES**

The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between Fulton County, Georgia (the "County"), the Fulton County District Attorney Office's ("FCDAO") and Atlanta Police Foundation ("AFP") (collectively, the "Parties"). The FCDAO is the recipient of the 2020 Comprehensive Anti-Gang Programs for Youth ("2020 CAGPFY") Program Grant, Grant Award No. 2020-FA-BX-0012, in the amount of \$488,594 (the "Grant"). Responsibilities under this MOU coincide with the grant period of October 1, 2020 through September 23, 2022, with a one year renewal term if the 2020 CAGPFY Program Grant is extended through October 2023.

The Grant was awarded to FCDAO on September 13, 2020 by the U.S. Department of Justice (DOJ), as memorialized in the attached award letter (*see* "Exhibit B"). The County and FCDAO agree that the Grant will be managed through Fulton County, as described in the "Fiscal Accountability" portion of the Grant application's Program Narrative. The portions of that proposal, attached hereto in its entirety as "Exhibit A," most relevant to this MOU is the Program Budget Narrative. FCDAO will work with AFP to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs ("Participants").

II. RESPONSIBILITIES OF COUNTY AND FCDAO

- 1) Manage the 2020 CAGPFY Program Grant and reporting required under the Grant.
- 2) Work with AFP to accomplish the relevant goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- 3) Track use of allocated grant funds and any resulting outcomes, and provide that information for 2020 CAGPFY Grant reporting purposes.
- 4) Collect the Grant's required performance measure data for 2020 CAGPFY Grant reporting purposes.
- 5) Request reimbursement from DOJ of all Grant money expended on at least a monthly or quarterly basis and distribute funds received by DOJ to AFP within 10 days of the receipt of said funds.

III RESPONSIBILITIES OF AFP

- a) AFP will work to implement the goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- b) Track use of allocated grant funds and any resulting outcomes, and provide the information directly to the FCDAO for 2020 CAGPFY Grant reporting purposes, which AFP shall immediately share with the County's Finance Department, Grants Division, upon receipt.
- c) Collect the Grant's required performance measure data, and provide the information to the County and FCDAO for 2020 CAGPFY Grant reporting purposes.
- d) Provide other relevant information to FCDAO on a quarterly basis in order to complete requisite progress and financial reports under 2020 CAGPFY.

IV. GENERAL PROVISIONS

- a) **Other Relationships or Obligations.** This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties.
- b) **Survival.** The provisions of this MOU that require performance after the expiration or termination of this MOU shall remain in force notwithstanding the expiration or termination of the MOA.
- c) **Severability.** If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- d) **Statement of Responsibility; Indemnification.** The Parties agree that any claims or actions arising out of the activities described in this Agreement, including actions of employees of the Parties, will be the sole responsibility of that party and not be imputed or attributed to the other party. 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.
- e) **Governing Law.** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

PAYMENT FOR PROGRAM ACTIVITIES

For the aforementioned services FCDAO agrees to pay AFP solely from allocated and available Program Grant funds for eligible costs incurred by AFP in pursuit hereof, in an amount not to exceed \$25,000 each year of years one and two, and \$23,000 for year three of the Grant program for a total of \$73,000 in accordance with the Program Budget Narrative budget attached as Exhibit A. during the project period between October 1, 2020 and September 31, 2023.

- a) Any future applications and award of funds for future Program funding cycles shall be by written amendment to this MOU and signed by both parties.
- b) Payment shall be contingent on FCDAO receipt of an undisputed invoice and any reports and substantiation materials required by FCDAO.
- c) If AFP should fail to comply with any provision of the MOU, FCDAO shall be relieved of its obligation for further compensation.

RECORDKEEPING AND PERFORMANCE DATA

- a) AFP shall keep proper records of, and submit to the FCDAO each quarter, the following data:
 - i. Documentation of activities to be carried out by grant funded projects;
 - ii. Total number of youth and adults enrolled;
 - iii. Age of enrolled youth and adults;
 - iv. Services provided to youth and adults;
 - v. Outside services youth and adults are referred to;
 - vi. Number of sessions conducted;
 - vii. Number of unduplicated youth and adults; and
 - viii. Number of outreach events and trainings conducted.
- b) AFP shall document all services provided to Participants and maintain individual Participant's service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected.
- c) AFP shall ensure compliance with HIPAA requirements.
- d) AFP shall provide any monthly and quarterly reports, and any certifications as required by FCDAO, in accordance with the grant.
- e) In the event of termination, the non-confidential and confidential reports prepared by AFP shall be immediately turned over to the FCDAO by AFP.

FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

- a) AFP shall submit a monthly or quarterly invoice to FCDAO for the eligible expenses incurred for Program. Billing documentation shall include the following:
 - i. A breakdown of expenditures by cost category;
 - ii. Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by FCDAO; and
 - iii. Time sheet documentation for grant funded staff position.
- b) AFP shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any DOJ award funds awarded for the same or similar purposes or programs. AFP agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of AFP expenses pertaining to the Program shall be kept on a generally recognized accounting basis.
- c) All records shall be available to FCDAO, OJJDP, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office (the "GAO")), and any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of AFP pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.
- d) AFP also understands and agrees that FCDAO, DOJ and the GAO are authorized to interview any officer or employee of AFP regarding transactions related to this MOU.

V. REVIEW AND MODIFICATION

This Agreement may be reviewed to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new Agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated, agreed upon, and initialed by a representative of the Parties.

VI. CONFIDENTIALITY

Information exchanged in accordance with this Grant may be governed by separate confidentiality agreements between the Parties.

VII. MEDIA

No case information or action relating to the partnership of the FCDAO and AFP in accordance with this grant proposal may be publicized without the written approval of the FCDAO's Media Director and written approval of AFP's Executive Director.

VIII. AMBIGUITY

The Parties agree to the terms of this MOU. No ambiguity shall be presumptively construed against any other party.

IX. EFFECTIVE DATE

This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, Georgia and will remain in effect until October 1, 2023 or until superseded, rescinded, or modified by written, mutual agreement of the Parties.

ACCEPTANCE OF AGREEMENT BY PARTIES:

Dave Wilkinson
President and Chief Executive Officer
Atlanta Police Foundation

DATE

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE

ATTEST:

Tonya Grier
Clerk to the Commission

DATE

**MEMORANDUM OF UNDERSTANDING BETWEEN
FULTON COUNTY, GEORGIA,
FULTON COUNTY DISTRICT ATTORNEY'S OFFICE
AND WE ALL VALUE EXCELLENCE, INC
2020 Comprehensive Anti-Gang Programs for Youth
PURPOSE AND ROLES**

The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between Fulton County, Georgia (the "County"), the Fulton County District Attorney Office's ("FCDAO") and We All Value Excellence, Inc. ("WAVE") (collectively, the "Parties"). The FCDAO is the recipient of the 2020 Comprehensive Anti-Gang Programs for Youth ("2020 CAGPFY") Program Grant, Grant Award No. 2020-FA-BX-0012, in the amount of \$488,594 (the "Grant"). Responsibilities under this MOU coincide with the grant period of October 1, 2020 through September 23, 2022, with a one year renewal term if the 2020 CAGPFY Program Grant is extended through October 2023.

The Grant was awarded to FCDAO on September 13, 2020 by the U.S. Department of Justice (DOJ), as memorialized in the attached award letter (*see* "Exhibit B"). The County and FCDAO agree that the Grant will be managed through Fulton County, as described in the "Fiscal Accountability" portion of the Grant application's Program Narrative. The portions of that proposal, attached hereto in its entirety as "Exhibit A," most relevant to this MOU is the Program Budget Narrative. FCDAO will work with WAVE to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs ("Participants").

II. RESPONSIBILITIES OF COUNTY AND FCDAO

- 1) Manage the 2020 CAGPFY Program Grant and reporting required under the Grant.
- 2) Work with WAVE to accomplish the relevant goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- 3) Track use of allocated grant funds and any resulting outcomes, and provide that information for 2020 CAGPFY Grant reporting purposes.
- 4) Collect the Grant's required performance measure data for 2020 CAGPFY Grant reporting purposes.
- 5) Request reimbursement from DOJ of all Grant money expended on at least a monthly or quarterly basis and distribute funds received by DOJ to WAVE within 10 days of the receipt of said funds.

III RESPONSIBILITIES OF WAVE

- a) WAVE will work to implement the goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- b) WAVE will provides at risk youth and their families referred by FCDAO trauma assessment and comprehensive mental health counseling. As part of their services, WAVE will work to connect referred youth and families to support services to gain safe and stable housing.
- c) Track use of allocated grant funds and any resulting outcomes, and provide the information directly to the FCDAO for 2020 CAGPFY Grant reporting purposes, which WAVE shall immediately share with the County's Finance Department, Grants Division, upon receipt.
- d) Collect the Grant's required performance measure data, and provide the information to the County and FCDAO for 2020 CAGPFY Grant reporting purposes.
- e) Provide other relevant information to FCDAO on a quarterly basis in order to complete requisite progress and financial reports under 2020 CAGPFY.

IV. GENERAL PROVISIONS

- a) **Other Relationships or Obligations.** This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties.
- b) **Survival.** The provisions of this MOU that require performance after the expiration or termination of this MOU shall remain in force notwithstanding the expiration or termination of the MOA.
- c) **Severability.** If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- d) **Statement of Responsibility; Indemnification.** The Parties agree that any claims or actions arising out of the activities described in this Agreement, including actions of employees of the Parties, will be the sole responsibility of that party and not be imputed or attributed to the other party. 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.
- e) **Governing Law.** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

PAYMENT FOR PROGRAM ACTIVITIES

For the aforementioned services FCDAO agrees to pay WAVE solely from allocated and available Program Grant funds for eligible costs incurred by WAVE in pursuit hereof, in an amount not to exceed \$10,000 each year of years one and two, and \$8,000 for year three of the Grant program for a total of \$28,000 in accordance with the Program Budget Narrative budget attached as Exhibit A. during the project period between October 1, 2020 and September 31, 2023.

- a) Any future applications and award of funds for future Program funding cycles shall be by written amendment to this MOU and signed by both parties.
- b) Payment shall be contingent on FCDAO receipt of an undisputed invoice and any reports and substantiation materials required by FCDAO.
- c) If WAVE should fail to comply with any provision of the MOU, FCDAO shall be relieved of its obligation for further compensation.

RECORDKEEPING AND PERFORMANCE DATA

- a) WAVE shall keep proper records of, and submit to the FCDAO each quarter, the following data:
 - i. Documentation of activities to be carried out by grant funded projects;
 - ii. Total number of youth and adults enrolled;
 - iii. Age of enrolled youth and adults;
 - iv. Services provided to youth and adults;
 - v. Outside services youth and adults are referred to;
 - vi. Number of sessions conducted;
 - vii. Number of unduplicated youth and adults; and
 - viii. Number of outreach events and trainings conducted.
- b) WAVE shall document all services provided to Participants and maintain individual Participant's service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected.
- c) WAVE shall ensure compliance with HIPAA requirements.
- d) WAVE shall provide any monthly and quarterly reports, and any certifications as required by FCDAO, in accordance with the grant.
- e) in the event of termination, the non-confidential and confidential reports prepared by WAVE shall be immediately turned over to the FCDAO by WAVE.

FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

- a) WAVE shall submit a monthly or quarterly invoice to FCDAO for the eligible expenses incurred for Program. Billing documentation shall include the following:

- i. A breakdown of expenditures by cost category;
 - ii. Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by FCDAO; and
 - iii. Time sheet documentation for grant funded staff position.
- b) WAVE shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any DOJ award funds awarded for the same or similar purposes or programs. WAVE agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of WAVE expenses pertaining to the Program shall be kept on a generally recognized accounting basis.
- c) All records shall be available to FCDAO, OJJDP, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office (the "GAO")), and any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of WAVE pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.
- d) WAVE also understands and agrees that FCDAO, DOJ and the GAO are authorized to interview any officer or employee of WAVE regarding transactions related to this MOU.

V. REVIEW AND MODIFICATION

This Agreement may be reviewed to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new Agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated, agreed upon, and initialed by a representative of the Parties.

VI. CONFIDENTIALITY

Information exchanged in accordance with this Grant may be governed by separate confidentiality agreements between the Parties.

VII. MEDIA

No case information or action relating to the partnership of the FCDAO and WAVE in accordance with this grant proposal may be publicized without the written approval of the FCDAO's Media Director and written approval of WAVE's Executive Director.

VIII. AMBIGUITY

The Parties agree to the terms of this MOU. No ambiguity shall be presumptively construed against any other party.

IX. EFFECTIVE DATE

This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, Georgia and will remain in effect until October 1, 2023 or until superseded, rescinded, or modified by written, mutual agreement of the Parties.

ACCEPTANCE OF AGREEMENT BY PARTIES:

Johnny Cade
President and Chief Executive Officer
WAVE

DATE

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE

ATTEST:

Tonya Grier
Clerk to the Commission

DATE

**MEMORANDUM OF UNDERSTANDING BETWEEN
FULTON COUNTY, GEORGIA,
FULTON COUNTY DISTRICT ATTORNEY'S OFFICE
AND CHRIS 180
2020 Comprehensive Anti-Gang Programs for Youth
PURPOSE AND ROLES**

The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between Fulton County, Georgia (the "County"), the Fulton County District Attorney Office's ("FCDAO") and Chris 180 ("CHRIS") (collectively, the "Parties"). The FCDAO is the recipient of the 2020 Comprehensive Anti-Gang Programs for Youth ("2020 CAGPFY") Program Grant, Grant Award No. 2020-FA-BX-0012, in the amount of \$488,594 (the "Grant"). Responsibilities under this MOU coincide with the grant period of October 1, 2020 through September 23, 2022, with a one year renewal term if the 2020 CAGPFY Program Grant is extended through October 2023.

The Grant was awarded to FCDAO on September 13, 2020 by the U.S. Department of Justice (DOJ), as memorialized in the attached award letter (*see* "Exhibit B"). The County and FCDAO agree that the Grant will be managed through Fulton County, as described in the "Fiscal Accountability" portion of the Grant application's Program Narrative. The portions of that proposal, attached hereto in its entirety as "Exhibit A," most relevant to this MOU is the Program Budget Narrative. FCDAO will work with CHRIS to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs ("Participants").

II. RESPONSIBILITIES OF COUNTY AND FCDAO

- 1) Manage the 2020 CAGPFY Program Grant and reporting required under the Grant.
- 2) Work with CHRIS to accomplish the relevant goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- 3) Track use of allocated grant funds and any resulting outcomes, and provide that information for 2020 CAGPFY Grant reporting purposes.
- 4) Collect the Grant's required performance measure data for 2020 CAGPFY Grant reporting purposes.
- 5) Request reimbursement from DOJ of all Grant money expended on at least a monthly or quarterly basis and distribute funds received by DOJ to CHRIS within 10 days of the receipt of said funds.

III RESPONSIBILITIES OF CHRIS

- a) CHRIS will work to implement the goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- b) Track use of allocated grant funds and any resulting outcomes, and provide the information directly to the FCDAO for 2020 CAGPFY Grant reporting purposes, which CHRIS shall immediately share with the County's Finance Department, Grants Division, upon receipt.
- c) Collect the Grant's required performance measure data, and provide the information to the County and FCDAO for 2020 CAGPFY Grant reporting purposes.
- d) Provide other relevant information to FCDAO on a quarterly basis in order to complete requisite progress and financial reports under 2020 CAGPFY.

IV. GENERAL PROVISIONS

- a) **Other Relationships or Obligations.** This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties.
- b) **Survival.** The provisions of this MOU that require performance after the expiration or termination of this MOU shall remain in force notwithstanding the expiration or termination of the MOA.
- c) **Severability.** If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- d) **Statement of Responsibility; Indemnification.** The Parties agree that any claims or actions arising out of the activities described in this Agreement, including actions of employees of the Parties, will be the sole responsibility of that party and not be imputed or attributed to the other party. 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.
- e) **Governing Law.** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

PAYMENT FOR PROGRAM ACTIVITIES

For the aforementioned services FCDAO agrees to pay CHRIS solely from allocated and available Program Grant funds for eligible costs incurred by CHRIS in pursuit hereof, in an amount not to exceed \$24,000 each year of years one and two, and \$22,000 for year three of the Grant program for

a total of \$70,000 in accordance with the Program Budget Narrative budget attached as Exhibit A. during the project period between October 1, 2020 and September 31, 2023.

- a) Any future applications and award of funds for future Program funding cycles shall be by written amendment to this MOU and signed by both parties.
- b) Payment shall be contingent on FCDAO receipt of an undisputed invoice and any reports and substantiation materials required by FCDAO.
- c) If CHRIS should fail to comply with any provision of the MOU, FCDAO shall be relieved of its obligation for further compensation.

RECORDKEEPING AND PERFORMANCE DATA

- a) CHRIS shall keep proper records of, and submit to the FCDAO each quarter, the following data:
 - i. Documentation of activities to be carried out by grant funded projects;
 - ii. Total number of youth and adults enrolled;
 - iii. Age of enrolled youth and adults;
 - iv. Services provided to youth and adults;
 - v. Outside services youth and adults are referred to;
 - vi. Number of sessions conducted;
 - vii. Number of unduplicated youth and adults; and
 - viii. Number of outreach events and trainings conducted.
- b) CHRIS shall document all services provided to Participants and maintain individual Participant's service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected.
- c) CHRIS shall ensure compliance with HIPAA requirements.
- d) CHRIS shall provide any monthly and quarterly reports, and any certifications as required by FCDAO, in accordance with the grant.
- e) In the event of termination, the non-confidential and confidential reports prepared by CHRIS shall be immediately turned over to the FCDAO by CHRIS.

FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

- a) CHRIS shall submit a monthly or quarterly invoice to FCDAO for the eligible expenses incurred for Program. Billing documentation shall include the following:
 - i. A breakdown of expenditures by cost category;
 - ii. Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by FCDAO; and
 - iii. Time sheet documentation for grant funded staff position.

- b) CHRIS shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any DOJ award funds awarded for the same or similar purposes or programs. CHRIS agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of CHRIS expenses pertaining to the Program shall be kept on a generally recognized accounting basis.
- c) All records shall be available to FCDAO, OJJDP, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office (the "GAO")), and any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of CHRIS pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.
- d) CHRIS also understands and agrees that FCDAO, DOJ and the GAO are authorized to interview any officer or employee of CHRIS regarding transactions related to this MOU.

V. REVIEW AND MODIFICATION

This Agreement may be reviewed to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new Agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated, agreed upon, and initialed by a representative of the Parties.

VI. CONFIDENTIALITY

Information exchanged in accordance with this Grant may be governed by separate confidentiality agreements between the Parties.

VII. MEDIA

No case information or action relating to the partnership of the FCDAO and CHRIS in accordance with this grant proposal may be publicized without the written approval of the FCDAO's Media Director and written approval of CHRIS's Executive Director.

VIII. AMBIGUITY

The Parties agree to the terms of this MOU. No ambiguity shall be presumptively construed against any other party.

IX. EFFECTIVE DATE

This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, Georgia and will remain in effect until October 1, 2023 or until superseded, rescinded, or modified by written, mutual agreement of the Parties.

ACCEPTANCE OF AGREEMENT BY PARTIES:

Kathy Colbenson
President and Chief Executive Officer
Chris 180

DATE

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE

ATTEST:

Tonya Grier
Clerk to the Commission

DATE

**MEMORANDUM OF UNDERSTANDING BETWEEN
FULTON COUNTY, GEORGIA,
FULTON COUNTY DISTRICT ATTORNEY'S OFFICE
AND OFFENDER ALUMNI ASSOCIATION
2020 Comprehensive Anti-Gang Programs for Youth
PURPOSE AND ROLES**

The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between Fulton County, Georgia (the "County"), the Fulton County District Attorney Office's ("FCDAO") and Offender Alumni Association ("OAA") (collectively, the "Parties"). The FCDAO is the recipient of the 2020 Comprehensive Anti-Gang Programs for Youth ("2020 CAGPFY") Program Grant, Grant Award No. 2020-FA-BX-0012, in the amount of \$488,594 (the "Grant"). Responsibilities under this MOU coincide with the grant period of October 1, 2020 through September 23, 2022, with a one year renewal term if the 2020 CAGPFY Program Grant is extended through October 2023.

The Grant was awarded to FCDAO on September 13, 2020 by the U.S. Department of Justice (DOJ), as memorialized in the attached award letter (*see* "Exhibit B"). The County and FCDAO agree that the Grant will be managed through Fulton County, as described in the "Fiscal Accountability" portion of the Grant application's Program Narrative. The portions of that proposal, attached hereto in its entirety as "Exhibit A," most relevant to this MOU is the Program Budget Narrative. FCDAO will work with OAAOAA to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs ("Participants").

II. RESPONSIBILITIES OF COUNTY AND FCDAO

- 1) Manage the 2020 CAGPFY Program Grant and reporting required under the Grant.
- 2) Work with OAA to accomplish the relevant goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- 3) Track use of allocated grant funds and any resulting outcomes, and provide that information for 2020 CAGPFY Grant reporting purposes.
- 4) Collect the Grant's required performance measure data for 2020 CAGPFY Grant reporting purposes.
- 5) Request reimbursement from DOJ of all Grant money expended on at least a monthly or quarterly basis and distribute funds received by DOJ to OAA within 10 days of the receipt of said funds.

III RESPONSIBILITIES OF OAA

- a) OAA will work to implement the goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- b) Track use of allocated grant funds and any resulting outcomes, and provide the information directly to the FCDAO for 2020 CAGPFY Grant reporting purposes, which OAA shall immediately share with the County's Finance Department, Grants Division, upon receipt.
- c) Collect the Grant's required performance measure data, and provide the information to the County and FCDAO for 2020 CAGPFY Grant reporting purposes.
- d) Provide other relevant information to FCDAO on a quarterly basis in order to complete requisite progress and financial reports under 2020 CAGPFY.

IV. GENERAL PROVISIONS

- a) **Other Relationships or Obligations.** This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties.
- b) **Survival.** The provisions of this MOU that require performance after the expiration or termination of this MOU shall remain in force notwithstanding the expiration or termination of the MOA.
- c) **Severability.** If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- d) **Statement of Responsibility; Indemnification.** The Parties agree that any claims or actions arising out of the activities described in this Agreement, including actions of employees of the Parties, will be the sole responsibility of that party and not be imputed or attributed to the other party. 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.
- e) **Governing Law.** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

PAYMENT FOR PROGRAM ACTIVITIES

For the aforementioned services FCDAO agrees to pay OAA solely from allocated and available Program Grant funds for eligible costs incurred by OAA in pursuit hereof, in an amount not to

exceed \$30,000 each year of years one and two, and \$28,000 for year three of the Grant program for a total of \$88,000 in accordance with the Program Budget Narrative budget attached as Exhibit A. during the project period between October 1, 2020 and September 31, 2023.

- a) Any future applications and award of funds for future Program funding cycles shall be by written amendment to this MOU and signed by both parties.
- b) Payment shall be contingent on FCDAO receipt of an undisputed invoice and any reports and substantiation materials required by FCDAO.
- c) If OAA should fail to comply with any provision of the MOU, FCDAO shall be relieved of its obligation for further compensation.

RECORDKEEPING AND PERFORMANCE DATA

- a) OAA shall keep proper records of, and submit to the FCDAO each quarter, the following data:
 - i. Documentation of activities to be carried out by grant funded projects;
 - ii. Total number of youth and adults enrolled;
 - iii. Age of enrolled youth and adults;
 - iv. Services provided to youth and adults;
 - v. Outside services youth and adults are referred to;
 - vi. Number of sessions conducted;
 - vii. Number of unduplicated youth and adults; and
 - viii. Number of outreach events and trainings conducted.
- b) OAA shall document all services provided to Participants and maintain individual Participant's service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected.
- c) OAA shall ensure compliance with HIPAA requirements.
- d) OAA shall provide any monthly and quarterly reports, and any certifications as required by FCDAO, in accordance with the grant.
- e) In the event of termination, the non-confidential and confidential reports prepared by OAA shall be immediately turned over to the FCDAO by OAA.

FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

- a) OAA shall submit a monthly or quarterly invoice to FCDAO for the eligible expenses incurred for Program. Billing documentation shall include the following:
 - i. A breakdown of expenditures by cost category;
 - ii. Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by FCDAO; and
 - iii. Time sheet documentation for grant funded staff position.

- b) OAA shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any DOJ award funds awarded for the same or similar purposes or programs. OAA agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of OAA expenses pertaining to the Program shall be kept on a generally recognized accounting basis.
- c) All records shall be available to FCDAO, OJJDP, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office (the "GAO")), and any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of OAA pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.
- d) OAA also understands and agrees that FCDAO, DOJ and the GAO are authorized to interview any officer or employee of OAA regarding transactions related to this MOU.

V. REVIEW AND MODIFICATION

This Agreement may be reviewed to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new Agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated, agreed upon, and initialed by a representative of the Parties.

VI. CONFIDENTIALITY

Information exchanged in accordance with this Grant may be governed by separate confidentiality agreements between the Parties.

VII. MEDIA

No case information or action relating to the partnership of the FCDAO and OAA in accordance with this grant proposal may be publicized without the written approval of the FCDAO's Media Director and written approval of OAA's Executive Director.

VIII. AMBIGUITY

The Parties agree to the terms of this MOU. No ambiguity shall be presumptively construed against any other party.

IX. EFFECTIVE DATE

This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, Georgia and will remain in effect until October 1, 2023 or until superseded, rescinded, or modified by written, mutual agreement of the Parties.

ACCEPTANCE OF AGREEMENT BY PARTIES:

Deborah Daniels, President
Offender Alumni Association

DATE

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE

ATTEST:

Tonya Grier
Clerk to the Commission

DATE

EXHIBIT A

Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$45,666	\$0	\$45,666	\$0	\$45,666	\$0	\$0	\$0	\$0	\$0	\$136,998
B. Fringe Benefits	\$26,022	\$0	\$26,022	\$0	\$26,022	\$0	\$0	\$0	\$0	\$0	\$78,066
C. Travel	\$4,842	\$0	\$4,844	\$0	\$4,844	\$0	\$0	\$0	\$0	\$0	\$14,530
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$89,000	\$0	\$89,000	\$0	\$81,000	\$0	\$0	\$0	\$0	\$0	\$259,000
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$165,530	\$0	\$165,532	\$0	\$157,532	\$0	\$0	\$0	\$0	\$0	\$488,594
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$165,530	\$0	\$165,532	\$0	\$157,532	\$0	\$0	\$0	\$0	\$0	\$488,594
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											Yes

Purpose Area #4

YEAR ONE

Purpose Area #4						
Submitted by	Purpose <i>Describe the purpose of the subaward (subgrant)</i>	Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>				
			Total Cost	Non-Federal Contribution	Federal Request	
	Behavioral Health Assessments and /or Behavior Health program counseling to address trauma in youth and families		\$24,000		\$24,000	
	Credible Messenger mentorship for FCDAO Youth Diversion Program		\$30,000		\$30,000	
	Intensive services for students including tutoring, high school recovery, clinical assessment, individual and family counseling, and wrap around service		\$25,000		\$25,000	
	Mentoring and community program for at risk youth in South Fulton working with current and or retired law enforcement volunteers.		\$10,000		\$10,000	
Total(s)			\$89,000	\$0	\$89,000	

Location <i>State travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
		Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total					\$0	\$0	\$0

umni Association to divert youth from gang activities through a credible messenger program that is part of a Community Violence Interruption with the diverted youth for at least 10 weeks with in person intensive mentoring at preselected locations as well as organized outings such as a teens that are in our court system and are ineligible to receive services through regular community providers such as Big Brothers Big Sisters, issues. @Promise, a division of the Atlanta Police Foundation, is a diversion program that provides intensive and comprehensive services to family and group counseling high school credit recovery, tutoring, and wrap around services. @Promise brings all these providers to one services while staying in one location, receive meals during the day and transportation to and from @Promise. involvement and in need services we are partnering with CHRIS 180. Chris 180 is unique in that they have intensive behavioral health help land on their feet as they transition to young adulthood. Chris 180 has a range of intensive programs that address trauma issues and using with specialized counseling, and individualized life/financial skills training. Additionally, Chris 180 will work with youth and their stable housing and/or relocate from gang run apartment complexes and neighborhoods. des ongoing mentorship that starts with the entry into WAVE through high school graduation, including assistance with college and job ship program, WAVE also provides free sneakers, haircuts, backpacks and school supplies to the mentees along with free community events.

Purpose Area #4

YEAR TWO

	Purpose	Consultant?				
out by	Describe the purpose of the subaward (subgrant)	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
			Total Cost	Non-Federal Contribution	Federal Request	
	Behavioral Health Assessments and /or Behavior Health program counseling to address trauma in youth and families		\$24,000		\$24,000	
	Credible Messenger mentorship for FCDAO Youth Diversion Program		\$30,000		\$30,000	
	Intensive services for students including tutoring, high school recovery, clinical assessment, individual and family counseling, and wrap around service		\$25,000		\$25,000	
	Mentoring and community program for at risk youth in South Fulton working with current and or retired law enforcement volunteers.		\$10,000		\$10,000	
Total(s)			\$89,000	\$0	\$89,000	

Location	Type of Expense	Computation					
the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.					
		Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total					\$0	\$0	\$0

umni Associaton to divert youth from gang activities through a credible messenger program that is part of a Community Violence Interruption with the diverted youth for at least 10 weeks with in person intensive metoring at preselcted locations as well as orgnazied outings such as a

eens that are in our court system and are ineligible to receive services through regular community providers such Big Brothers Bir Sisters, issues. @Promise, a division of the Atlanta Police Foundation, is a diversion program that provides intensive and comprehensive services to nily and group counseling high school credit recovery, tutoring, and wrap around services. @Promise brings all these providers to one r services while staying in one location, receive meals during the day and transportation to and from @Promise.

involvement and in need services we are partnering with CHRIS 180. Chris 180 is unique in that they have intensive behavioral health help land on their feet as they transition to young adulthood. Chris 180 has a range of intensive programs that address trauma issues and using with specialized counseling, and individualized life/financial skills training. Additionally, Chris 180 with work with youth and their able housing and/or relocate from gang fun apartment complexes and neighborhoods.

des ongoing mentorship that starts with the entry into WAVE through high school graduation, including assistance with college and job ship program, WAVE also provides free sneakers, haircuts, backpacks and school supplies to the mentees along with free community events.

be carried out by	Purpose <i>Describe the purpose of the subaward (subgrant)</i>	Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
			Total Cost	Non-Federal Contribution	Federal Request
	Behavioral Health Assessments and /or Behavior Health program counseling to address trauma in youth and families		\$22,000		\$22,000
	Credible Messenger mentorship for FCDAO Youth Diversion Program		\$28,000		\$28,000
	Intensive services for students including tutoring, high school recovery, clinical assessment, individual and family counseling, and wrap around service		\$23,000		\$23,000
	Mentoring and community program for at risk youth in South Fulton working with current and or retired law enforcement volunteers.		\$8,000		\$8,000
Total(s)			\$81,000	\$0	\$81,000

Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
		Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total					\$0	\$0	\$0

Purpose Area #4

Under Alumni Association to divert youth from gang activities through a credible messenger program that is part of a Community Violence Interruption work with the diverted youth for at least 10 weeks with in person intensive mentoring at preselected locations as well as organized outings such as a target teens that are in our court system and are ineligible to receive services through regular community providers such as Big Brothers Big Sisters, liability issues. @Promise, a division of the Atlanta Police Foundation, is a diversion program that provides intensive and comprehensive services to child, family and group counseling high school credit recovery, tutoring, and wrap around services. @Promise brings all these providers to one pods for services while staying in one location, receive meals during the day and transportation to and from @Promise. For gang involvement and in need services we are partnering with CHRIS 180. Chris 180 is unique in that they have intensive behavioral health 24 to help land on their feet as they transition to young adulthood. Chris 180 has a range of intensive programs that address trauma issues and stable housing with specialized counseling, and individualized life/financial skills training. Additionally, Chris 180 will work with youth and their to find stable housing and/or relocate from gang run apartment complexes and neighborhoods. WAVE provides ongoing mentorship that starts with the entry into WAVE through high school graduation, including assistance with college and job mentorship program, WAVE also provides free sneakers, haircuts, backpacks and school supplies to the mentees along with free community events

<p>Services to be procured by contracts are encouraged to use contracts. A separate procurement in excess of \$150,000).</p>	<p>Purpose</p> <p><i>Describe the purpose of the contract</i></p>	<p>Consultant?</p> <p><i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i></p>			
			<p>Total Cost</p>	<p>Non-Federal Contribution</p>	<p>Federal Request</p>
					<p>\$0</p>
<p>Total(s)</p>			<p>\$0</p>	<p>\$0</p>	<p>\$0</p>

<p>Location</p> <p><i>Indicate the travel destination.</i></p>	<p>Type of Expense</p> <p><i>Hotel, airfare, per diem</i></p>	<p>Computation</p> <p><i>Compute the cost of each type of expense X the number of people traveling.</i></p>
		<p>Duration</p>

EXHIBIT B



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

Chairman Robert Pitts
Fulton County Government
141 Pryor Street, SW, Suite 10061
Atlanta, GA 30303-3444

Dear Chairman Pitts:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Fulton County Government for an award under the OJP funding opportunity entitled "OJJDP FY 20 Comprehensive Anti-Gang Programs for Youth - Category 1: Intervention." The approved award amount is \$488,594. These funds are for the project entitled Gang Prevention in Fulton County.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

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

Please direct questions regarding this award as follows:

- For program questions, contact Darian Hanrahan, Program Manager at (202) 616-3750; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

Chairman Robert L. Pitts
Fulton County Government
141 Pryor Street, SW, Suite 10061
Atlanta, GA 30303-3444

Dear Chairman Pitts:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

Grant

PAGE 1 OF 15

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Fulton County Government 141 Pryor Street, SW, Suite 10061 Atlanta, GA 30303-3444		4. AWARD NUMBER: 2020-MU-MU-0022	
		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023	
		6. AWARD DATE	7. ACTION
2a. GRANTEE IRS/VENDOR NO. 586001736		8. SUPPLEMENT NUMBER 00	Initial
2b. GRANTEE DUNS NO. 133894167		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Gang Prevention in Fulton County		10. AMOUNT OF THIS AWARD \$ 488,594	
		11. TOTAL AWARD \$ 488,594	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(OJJDP - Comprehensive Anti-Gang Programs - Category 1) Pub. L. No. 116-93, 133 Stat. 2317, 2407, 2410			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.123 - Community-Based Violence Prevention Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Robert L. Pitts Chairman	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 19A. DATE	
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. SUB. POMS AMOUNT YEAR CODE ACT. OFC. REG. X F JP 70 00 00 00 212831 X B PB 70 00 00 00 275763		21. VMUTGT0314	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice (DOJ)
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 15

PROJECT NUMBER 2020-MU-MU-0022

AWARD DATE

SPECIAL CONDITIONS

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

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

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

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

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

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

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



Department of Justice (DOJ)
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-MU-MU-0022

AWARD DATE

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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

3. Compliance with DOJ Grants Financial Guide

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

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

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

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



Department of Justice (DOJ)
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-MU-MU-0022

AWARD DATE

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after – (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

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

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

6. Requirements related to "de minimis" indirect cost rate

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

7. Requirement to report potentially duplicative funding

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



Department of Justice (DOJ)
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-MU-MU-0022

AWARD DATE

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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



Department of Justice (DOJ)
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET
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PAGE 6 OF 15

PROJECT NUMBER 2020-MU-MU-0022

AWARD DATE

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

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

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

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

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

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

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

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

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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

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

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

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

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

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



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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



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

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

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

15. Determination of suitability to interact with participating minors

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

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

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

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

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

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

17. Requirement for data on performance and effectiveness under the award

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

18. OJP Training Guiding Principles

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



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19. Effect of failure to address audit issues

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

20. Potential imposition of additional requirements

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

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

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

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

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

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

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

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

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

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



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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



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

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

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

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

29. Encouragement of policies to ban text messaging while driving

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

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

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

31. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

32. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

33. Justification of consultant rate

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



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34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Cooperating with OJP Monitoring

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

36. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<https://ojjdp.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.

37. The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # () awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.

38. The award recipient must attend a cross-site grantee meeting of up to 3 days, sponsored by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), in each year of the project period at a location to be determined by OJJDP.



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39. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

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

40. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



Department of Justice (DOJ)

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

Memorandum To: Official Grant File


From: Lou Ann Holland, Program Manager

Subject: Categorical Exclusion for Fulton County Government

This award is made as part of the Comprehensive Anti-Gang Programs for Youth. Awards under this program will be used to provide grants to organizations that OJJDP designates. None of the following activities will be conducted either under this award or a related third party action:

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals, other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

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This project is supported under FY20(OJJDP - Comprehensive Anti-Gang Programs – Category 1) Pub. L. No. 116-93, 133 Stat. 2317, 2407, 2410				
1. STAFF CONTACT (Name & telephone number) Darian Hanrahan (202) 616-3750		2. PROJECT DIRECTOR (Name, address & telephone number) Michele Henry Grants Manager 141 Pryor Street, SW Atlanta, GA 30303 (404) 613-4174		
3a. TITLE OF THE PROGRAM OJJDP FY 20 Comprehensive Anti-Gang Programs for Youth - Category 1: Intervention			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE) 00,	
4. TITLE OF PROJECT Gang Prevention in Fulton County				
5. NAME & ADDRESS OF GRANTEE Fulton County Government 141 Pryor Street, SW, Suite 10061 Atlanta, GA 30303-3444		6. NAME & ADDRESS OF SUBGRANTEE		
7. PROGRAM PERIOD FROM: 10/01/2020 TO: 09/30/2023		8. BUDGET PERIOD FROM: 10/01/2020 TO: 09/30/2023		
9. AMOUNT OF AWARD \$ 488,594		10. DATE OF AWARD		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) Grantees are funded under this initiative to develop program activities based on the core strategies of the Comprehensive Gang Model. Category 1, Intervention, supports intervention strategies that can dissuade youth from joining gangs and help them discontinue their involvement in gangs. Proposed strategies are built upon the principles of the following core strategies in the OJJDP Comprehensive Gang Model: Community Mobilization, Opportunities Provision, and Social Intervention. The Fulton County Center of Youth Empowerment and Gang Prevention (the Center) will work with boys and girls ages 12–17 who are at risk of joining gangs, were exposed to gang violence or victimized by criminal street gangs, or seeking assistance in removing themselves from gang activity. Most of the assisted individuals will reside in Fulton County. The Center will provide the tools to explore personal and professional development as well as recreational activities. Academic mentorship will be coupled with a conflict resolution course. Early intervention services begin in the sixth grade with afterschool programs like				

G.R.E.A.T. and homework assistance. As the youth achieve grade promotion, meetings are supplemented with weekend learning and empowerment workshops. Through middle school, the Center will transform teenagers with increased programming and financial literacy. In high school, programming will sharpen the focus of youth to see the impact of a college education or a vocational apprenticeship. The Center will establish a community network, called the Network, in Fulton County, to identify and address service gaps and barriers and create a comprehensive system of services for youth at risk of becoming gang involved or continuing in the gang lifestyle. Fulton County will establish a director of service providers and offer support services with evidence-based practices (cognitive behavioral therapy, functional family therapy with gang adaption). The applicant will use street outreach, counseling, and mitigation. CA/NCF



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0012

Meeting Date: 1/5/2022

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

Appointment of the Vice-Chairman.

Appointment of the Vice-Chairman of the Fulton County Board of Commissioners for a one-year term, in accordance to the current Fulton County Code § 101-36 (b), amended by the Board on October 20, 2021 (Item #21-0839).

1 **ORDINANCE AMENDING SECTION 101-36 (b) OF THE FULTON COUNTY**
2 **CODE RELATING TO THE SELECTION PROCESS FOR THE VICE-CHAIRMAN OF**
3 **THE FULTON COUNTY BOARD OF COMMISSIONERS**

4 **WHEREAS**, the Board of Commissioners ("Board") desires to adopt the former
5 policy of Fulton County Code § 101-36 (b) which required an election by four affirmative
6 votes for its Vice-Chairman's position from amongst all members; and

7 **WHEREAS**, in accordance to the current policy, adopted on January 24, 2018,
8 Fulton County Code § 101-36 (b) allows the Board to select its Vice-Chairman amongst
9 all members based on members seniority, dependent on their prior and current service in
10 that capacity; and

11
12 **NOW, THEREFORE BE IT ORDAINED**, by the Board of Commissioners of Fulton
13 County, Georgia that Fulton County Code § 101-36 (b) shall be amended to read as
14 follows:

15 (b) The board of commissioners, by four affirmative votes,
16 shall ~~select~~-elect a vice-chairman at the first regular meeting
17 held in January, and the vice-chairman so elected ~~selected~~
18 shall be authorized to preside at meetings of the board of
19 commissioners in the absence of the chairman and fulfill all of
20 the duties of the chairman due to the death or vacancy of the
21 chairman. ~~The board member selected to serve as vice-~~
22 ~~chairman shall be chosen from the members of the board of~~
23 ~~commissioners on a rotation based on seniority. If two or more~~
24 ~~board members are of equal seniority; the selection shall be~~
25 ~~made on the basis of the numerical order of the respective~~
26 ~~districts. No board member shall serve as vice-chairman a~~
27 ~~second year as board vice-chairman, until the all member~~
28 ~~members~~ has have served at least two years ~~one year~~ on the
29 Board.

30
31 **BE IT FURTHER ORDAINED**, that any ordinances or parts of ordinances in
32 conflict with this ordinance are hereby repealed.

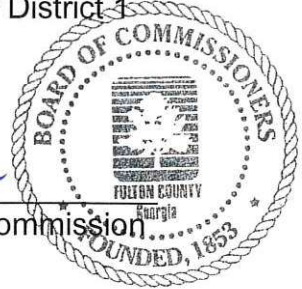
33
34 **SO PASSED AND ADOPTED**, this 20th day of October, 2021.

1 **SPONSORED BY:**

2 
3 Liz Hausmann, Commissioner District 1
4
5

6 **ATTEST:**

7 
8 Tonya R. Grier, Clerk to the Commission
9



10 **APPROVED AS TO FORM:**

11 
12 Kaye W. Burwell, Interim County Attorney
13

14 P:\CALegislation\BOC\CACContracts\10.26.2021 Ordinance Amending Selection Process for BOC Vice Chair.Revised per BOC Meeting_ (NLR) Final.docx

ITEM # 21-0839 RCS 10/20/21
RECESS MEETING



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0014

Meeting Date: 1/5/2022

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Proclamations and Certificates.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0016

Meeting Date: 1/5/2022

Department

County Manager

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

Presentation of COVID-19 Operational Response Update.

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

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0017

Meeting Date: 1/5/2022

Department

Finance

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

Review and approval of the FY2022 Final Adopted Budget and FY2022 Budget Resolution.

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

Approval of FY2022 Final Adopted Budget and FY2022 Budget Resolution and any other action deemed necessary by the BOC on the budget.

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.)*

Presentation and request approval of the following FY2022 Final Adopted Budgets and FY2022 Budget Resolution in accordance with the Budget ordinance which provides for the Board of Commissioners to approve the final budget either on the first meeting in January (January 5, 2022) or the second meeting in January (January 19, 2022).

- a) 2022 Final Adopted General Fund
- b) 2022 Final Adopted Fulton Industrial District Fund
- c) 2022 Final Adopted Communications "911" Fund
- d) 2022 Final Adopted Bond Fund
- e) 2022 Final Adopted Risk Management Fund
- f) 2022 Final Adopted Airport Fund

- g) 2022 Final Adopted Special Appropriations Funds
- h) 2022 Final Adopted Updated Personnel Control Schedule (New Position List)
- i) 2022 Final Adopted Annual Hardware/Software Maintenance and Support Contracts List

The Administration is currently in the process of finalizing the final adopted budget documents and will provide the budget materials to the Board of Commissioners on or before January 5, 2022.

**RESOLUTION APPROVING AN OPERATING BUDGET OF REVENUES AND
EXPENDITURES FOR FULTON COUNTY FOR THE YEAR 2022 IN ACCORDANCE
WITH FULTON COUNTY'S BUDGET ORDINANCE**

WHEREAS, Fulton County’s County Manager submitted a proposed budget to the Board of Commissioners on November 17th, 2021, as required under the County’s Budget Ordinance, and

WHEREAS, Fulton County’s Board of Commissioners held a public hearing, as required by O.C.G.A. § 36-81-5, at a meeting on December 1, 2021, and

WHEREAS, O.C.G.A. § 36-81-6 requires that on a date after the conclusion of the hearing, the governing authority adopt a budget ordinance or resolution making appropriations in such sums as the governing authority may deem sufficient, whether greater or less than the sums presented in the proposed budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County, Georgia, that the 2022 proposed operating budget, including all amendments presented in the adopted budget booklet provided to each commissioner and any additional changes approved by the Board of Commissioners during the budget discussion and deliberation process is hereby approved.

SO PASSED AND ADOPTED, this _____ day of _____, 2022.

FULTON COUNTY BOARD OF
COMMISSIONERS

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

ATTEST

APPROVED AS TO FORM

Tonya Grier
Clerk, Board of Commissioners

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0018

Meeting Date: 1/5/2022

Department

Registration & Elections

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

Request approval of qualifying fees for Fulton County offices to be filled in the 2022 primary or non-partisan election.

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

Per Georgia Election Code Section 21-2-131, Fixing and publishing of qualification fees; manner of payment; distribution of fees paid.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background The governing authority of any county or municipality, shall set and publish the qualifying fees, not later than February 1 of any year for each county or municipal office to be filled in the 2020 primary or election.

Scope of Work:

Community Impact:

Department Recommendation: To approve qualifying fees for the Fulton County offices to be filled in 2022 primary or non-partisan election.

Agenda Item No.: 22-0018

Meeting Date: 1/5/2022

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

STATE OF GEORGIA

FULTON COUNTY

QUALIFYING FEE NOTICE

In accordance with the Georgia Election Code Section 21-2-131, **Fixing and publishing of qualification fees; manner of payment; distribution of fees paid**, the following qualifying fees are to be set by the Fulton County Board of Commissioners for county offices to be filled in the upcoming primary or elections and elected by Fulton County voters in 2022:

Fulton County Office	Qualifying Fee
State Court Judge	\$5,088.33
Chief Magistrate Judge	\$3,282.78
Fulton County Commission Chair	\$1,110.00
Fulton County Commission District 1	\$1,050.00
Fulton County Commission District 3	\$1,050.00
Fulton County Commission District 5	\$1,050.00
Fulton County School Board District 2	\$555.00
Fulton County School Board District 5	\$555.00
Fulton County School Board District 6	\$555.00
Fulton County School Board District 7	\$555.00

Qualifying Period: March 7, 2022 (beginning at 9:00 A.M.) through 12:00 noon March 11, 2022, for a Political Party Candidate to file a Notice of Candidacy to have his/her name placed on the General Primary Ballot O.C.G.A. §21-2-153 (c)(1); and for a Non-Partisan Candidate to file a Notice of Candidacy to have his/her name placed on the General Primary/Non-Partisan Ballot, O.C.G.A. §21-2-132, 21-2-172, 21-2-187.

The General Primary will be held on May 24, 2022 and the General Election will be held on **November 8, 2022**.

April 25, 2022 – Registration Deadline for Changes in Address and Name

Election Superintendent
Fulton County



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0019

Meeting Date: 1/5/2022

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 changing the pay range of the existing classification of Locksmith from grade 10 to a set-rate range of \$57,000.00 - \$72,000.00.

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

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) concluded a detail position analysis and has concluded 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) change the pay range of an existing classification without a change to the title:

	Title Code	Title	Old Grade	New Set-Rate Range
A.	526215	Locksmith	10	\$57,000 - \$72,000

Scope of Work:**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 or concerns.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0020

Meeting Date: 1/5/2022

Department

Public Works

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

Request approval of a Resolution expressing Fulton County's support and approval of a Memorandum of Understanding regarding funding and collaboration by and between Fulton County, Georgia, the Atlanta-Region Transit Link Authority, the Metropolitan Atlanta Rapid Transit Authority, Cobb County, Gwinnett County, Dekalb County, Georgia, the Georgia Department of Transportation, and the Atlanta Regional Commission; authorizing the Chairman to execute the Memorandum of Understanding.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The ATL is currently planning on undertaking a conceptual engineering study that will develop a bus rapid transit service along the Top End of I-285 between the Indian Creek and HE Holmes MARTA rail stations. The BRT guideway and stations would then be included in the Georgia Department of Transportation (GDOT) plans for express lanes along this section of I-285. The MOU would allow for Fulton County to be an active participant, along with MARTA, ATL, Cobb County, Gwinnett County, GDOT, and the Atlanta Regional Commission (ARC), in the development of the engineering study and inclusion of BRT in GDOT's plans for the express lanes.

Community Impact: The Fulton County Transit Master Plan, adopted in 2018 and revised in 2019, included the need for BRT service along the top end of I-285 to facilitate east-west transit travel. Currently there are no east-west transit services available to residents and workers along the top end of I-285.

Department Recommendation: The Department of Public Works recommends that Fulton County be a partner in the MOU with ATL for this engineering study.

Project Implications: The engineering study will identify the stations that would be served by BRT service along the top end of I-285 and be included in GDOT's plans for the express lanes along the top end of I-285.

Community Issues/Concerns: No issues or concerns have been raised by the community at this time. However, the engineering study will include an extensive public engagement process where the community's issues and concerns will be identified and addressed.

Department Issues/Concerns: The Department of Public Works does not have any issues or concerns with the MOU and fully supports Fulton County's involvement.

Exhibits: Please note that the attached MOU does not currently include Fulton County as a participant. The MOU is being revised to reflect the County's participation and obligations.

**MEMORANDUM OF UNDERSTANDING
REGARDING FUNDING AND COLLABORATION
BY AND BETWEEN**

**THE ATLANTA-REGION TRANSIT LINK AUTHORITY, THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY,
COBB COUNTY, GWINNETT COUNTY, THE GEORGIA DEPARTMENT OF TRANSPORTATION, AND
THE ATLANTA REGIONAL COMMISSION**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement"), effective as of _____, 2021 (the "Effective Date") is made by and between the Atlanta-region Transit Link Authority ("ATL"), an authority of the State of Georgia, whose address is 245 Peachtree Center Avenue NE, Suite 2200, Atlanta, GA 30303, the Metropolitan Atlanta Rapid Transit Authority ("MARTA"), whose address is 2424 Piedmont Road, NE, Atlanta, GA, Cobb County ("Cobb"), whose address is 100 Cherokee Street, Marietta, GA 30090, and Gwinnett County ("Gwinnett") whose address is 75 Langley Drive, Lawrenceville, GA 30046, the Georgia Department of Transportation (GDOT) whose address is 600 West Peachtree NW, Atlanta, GA 30308, and the Atlanta Regional Commission ("ARC") whose address is 229 Peachtree Street, Suite 100, Atlanta, GA 30303. ATL, MARTA, Cobb, Gwinnett, GDOT, and ARC may collectively be referred to as the "Parties" and individually as the "Party."

WITNESSETH:

WHEREAS, the ATL is a state authority established for the purposes of planning and financing transit projects and operating Xpress commuter bus and vanpool service within the 13-county ATL jurisdiction comprised of Cherokee, Clayton, Coweta, Cobb, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding and Rockdale counties; and

WHEREAS, MARTA is an authority of the City of Atlanta, Fulton, DeKalb and Clayton Counties and a provider of public transit within its jurisdictions; and

WHEREAS, Cobb County provides public transit service for Cobb County through CobbLinc; and

WHEREAS, Gwinnett County provides public transit service for Gwinnett County through Gwinnett County Transit ("GCT"); and

WHEREAS, GDOT plans, designs, constructs, maintains, and improves state roads and bridges, and interstate highways; and provides planning and financial support for other modes of transportation including rail, transit, general aviation, and bicycle and pedestrian programs; and

WHEREAS, the ARC, as the federally designated Metropolitan Planning Organization ("MPO"), works with state and local transportation agencies and local governments to develop and manage a long-range transportation plan, known as the Regional Transportation Plan ("RTP") and recognizes that mass transit services in the Atlanta region including along the I-285 corridor, play a major role in alleviating congestion and improving air quality, while promoting regional land use and development goals; and

WHEREAS, metro Atlanta's transit providers are committed to collaboratively planning, building, and operating public transportation services that improve accessibility and mobility, drive economic development, and enhance the quality of life for all who live, work, and play in the region. Each Party is committed to working in coordination with partner agencies to optimize service, provide seamless linkages, and improve the overall customer experience for the communities they serve; and

WHEREAS, GDOT's Major Mobility Investment Program ("MMIP") includes the planned construction of express lanes along the northern portion of Interstate 285 ("I-285") from its intersection with Interstate 20 ("I-20") on the west side to I-20 on the east side of the metro area, collectively referred to as "I-285 Top End Express Lanes"; and

WHEREAS, in accordance with current State Transportation Board policies, public transit vehicles may operate in Georgia's Express Lanes toll-free and these Express Lanes are actively managed to ensure free flow traffic and reliable transit service; and

WHEREAS, current designs for the I-285 Top End Express Lanes do not preclude a transit component, but additional planning and conceptual engineering is needed for potential transit components, including station designs and transit vehicle movements, access points, and entry and exit ramps; and

WHEREAS, all parties have a shared interest in the successful operation of transit service within the planned I-285 Top End Express Lanes and the parties agree to consider the collective needs of the transit operators on such Bus Rapid Transit ("BRT") facilities if constructed on the I-285 Top End Express Lanes; and

WHEREAS, the Parties desire to cooperate on the visioning, scoping, planning, and conceptual engineering of the potential transit components that may be associated with I-285 Top End Express Lanes ("Project") as further set forth in this Agreement, along with necessary ancillary activities to support the Project, including communications and engagement; and

WHEREAS, the American Rescue Plan ("ARP") provided Section 5307 federal funding to the region and such funding may be utilized for transit projects at a 100 percent federal share; and

WHEREAS, ATL, Cobb, Gwinnett, and MARTA each agree to provide funding to support the visioning, scoping, planning, and conceptual engineering of the transit components for the I-285 Top End Express Lanes; and

WHEREAS, it is estimated that \$16,200,000.00 is a sufficient project budget amount to advance the visioning, scoping, planning and conceptual engineering for high capacity transit within the I-285 Top End Express Lanes, and the completion of capital construction cost estimate ranges of transit facilities and rolling stock for such high capacity transit service (collectively, "Planning Study"); and

WHEREAS, the ATL and MARTA entered into a separate Intergovernmental Agreement, dated _____ ("IGA"), wherein, among other responsibilities, the ATL agrees to be the signatory to the resulting Project Agreement (as that term is defined in the IGA) and MARTA shall serve as the Project Manager and lead for this collaborative undertaking.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes and acknowledgements and agreements contained herein, together with other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **COMMENCEMENT DATE AND TERM.** This Agreement shall begin on the Effective Date and continue until the Project is affirmed complete by all Parties, but in any event, shall continue for no more than five (5) years from the Effective Date unless the Parties mutually agree to renew this Agreement.
3. **DESCRIPTION OF THE PROJECT.**

A visioning, scoping, planning and conceptual engineering study with associated public engagement and communications for bus rapid transit (BRT) stations and fixed guideway, which guideway will mainly be

coincident with the I-285 Top End Express Lanes between the Indian Creek MARTA rail station and the HE Holmes MARTA rail station, along with ancillary infrastructure. Technical work products necessary to advance the Planning Study for the Project will be identified in the procurement documents and final scope of work in a subsequent contract resulting from the procurement. Environmental and NEPA considerations will be addressed by the Parties subsequent to the planning review.

4. RESPONSIBILITIES OF THE PARTIES.

a. MARTA shall:

- i. Lead the procurement of professional services for visioning, scoping, planning, and conceptual engineering for the Project from a qualified vendor as set forth in the IGA; and
- ii. Solicit and incorporate the feedback and needs of each Party in the request for proposals ("RFP") and scope of work for the Project; and
- iii. Participate in the procurement of professional services for the Planning Study for the Project with four (4) voting representatives on the Evaluation/Selection Committee; and
- iv. Provide each of the other Parties (except for ARC and GDOT) with a position for a voting representative with appropriate professional qualifications on the Evaluation/Selection Committee in the procurement of professional services in the selection of a qualified vendor or team of vendors for the Project; and
- v. Contribute up to fourteen million two hundred eighty-four thousand three hundred seven dollars (\$14,284,307.00) of MARTA's local or other funds for the Project and provide its portion of the funds to the ATL within ___ days after the Project Agreement amount is known ; and
- vi. Manage the planning, design and conceptual engineering of the Project, as ATL's Project Manager as more fully detailed in the IGA, soliciting and incorporating feedback from all Parties throughout the process, and
- vii. Ensure that the cost of the Project shall not exceed the contribution of each Party as specifically set forth in this Agreement, without prior written approval from each Party agreeing to increase the amount of their contribution.

b. ATL shall:

- i. Utilize ARP funds from Cobb and Gwinnett, as well as local or other funds from MARTA for the purposes of procuring professional visioning, scoping, planning, and conceptual engineering services for the transit components of I-285 Top End Express Lanes; and
- ii. Contribute one million one hundred fifty-eight thousand two hundred five dollars (\$1,158,205.00) of ATL Xpress' ARP funds to the Project; and
- iii. Provide feedback and input on the needs of Xpress commuter bus services for inclusion in the RFP and scope of work for the project; and
- iv. Participate in the procurement of professional visioning, scoping, planning, and conceptual engineering services for the Project with one (1) voting representative with appropriate professional qualifications on the Evaluation Committee in the selection of a qualified vendor or team of vendors; and
- v. Work collaboratively with the MARTA Project team, providing input and feedback on the needs of Xpress throughout the project; and
- vi. Execute the Project Agreement issued to the winning vendor or team of vendors of the procurement as set forth in more detail in the IGA; and

- vii. Utilize the ATL's authority as Designated Recipient for the Atlanta Urbanized Area to set-aside Section 5307 ARP formula funds from the ATL, Cobb, and Gwinnett for regional purposes that will be utilized strictly for the Project. Funding distributions from each Party shall be in the amounts that follow:
 - ATL - one million one hundred fifty-eight thousand two hundred five dollars (\$1,158, 205.00)
 - Cobb - five hundred forty-six thousand eight hundred eighty-eight dollars (\$546,888.00)
 - Gwinnett - two hundred thirteen thousand six hundred forty-five dollars (\$213,645.00)
- c. Cobb shall:
 - i. Contribute five hundred forty-six thousand eight hundred eighty-eight dollars (\$546,888.00) of CobbLinc's ARP funds to the Project for the purposes of procuring professional visioning, scoping, planning, and conceptual engineering services for the Project; and
 - ii. Provide feedback and input on the needs of CobbLinc for inclusion in the RFP and scope of work for the Project; and
 - iii. Participate in the procurement of professional visioning, scoping, planning, and conceptual engineering services for the Project with one (1) voting representative with appropriate professional qualifications on the Evaluation Committee in the selection of a qualified vendor or team of vendors; and
 - iv. Work collaboratively with the MARTA Project team and provide input and feedback on the needs of CobbLinc throughout the project.
- d. Gwinnett shall:
 - i. Contribute two hundred thirteen thousand six hundred forty-five dollars (\$213,645.00) of Gwinnett's ARP funds to the Project for the purposes of procuring professional visioning, scoping, planning, and conceptual engineering services for the Project; and
 - ii. Provide feedback and input on the needs of Gwinnett for inclusion in the RFP and scope of work for the Project; and
 - iii. Participate in the procurement of professional visioning, scoping, planning, and conceptual engineering services for the Project with one (1) voting representative with appropriate professional qualifications on the Evaluation Committee in the selection of a qualified vendor or team of vendors; and
 - iv. Work collaboratively with the MARTA Project team and provide input and feedback on the needs of Gwinnett throughout the Project.
- e. GDOT shall:
 - i. Provide feedback and input on the needs of GDOT for inclusion in the RFP and scope of work for the Project; and
 - ii. Participate in the procurement of professional visioning, scoping, planning, and conceptual engineering services with one (1) nonvoting representative with appropriate professional qualifications in an advisory capacity; and
 - iii. Work collaboratively with the MARTA Project team and provide input and feedback on the potential integration of transit components with the overall I-285 Top End Express Lanes.
- f. ARC shall:
 - i. Provide feedback and input on the needs of ARC for inclusion in the RFP and scope of work for the Project; and
 - ii. Participate in an advisory capacity in the procurement of professional visioning, scoping, planning, and conceptual engineering services; and

- iii. Work collaboratively with the MARTA Project team and provide input and feedback on the integration of transit components with the overall I-285 Top End Express Lanes.

5. GOVERNANCE

- a. Technical guidance. A Technical Working Group (“TWG”) comprised of one lead professional/technical expert from each of the Parties will be established to further technical work necessary to inform and advance the Project. Participation by supporting technical experts may be relied upon by each lead member. The TWG operates as a forum, not a decision-making body and has no such standing.
- b. Policy guidance. A Policy Working Group (“PWG”) comprised of one elected official each from the cities of Clarkston, Tucker, Doraville, Sandy Springs, Dunwoody, Chamblee, Smyrna and Atlanta; one elected official each from the counties of DeKalb, Fulton, Gwinnett and Cobb; ATL Executive Director or designee; GDOT Commissioner or designee; and MARTA General Manager and Chief Executive Officer or designee will be established to provide policy guidance in support of the technical work involved in advancing the Project. The PWG operates as a forum, not as a decision-making body and has no such standing. It advises but does not direct the Project.

6. OTHER TERMS AND CONDITIONS.

- a. The Parties acknowledge that with the exception of GDOT and ARC, it is each Party’s responsibility to communicate to the MARTA Project team the expected needs of their transit service and vehicles for inclusion in the design and engineering work for the Project; and
- b. The Parties agree that if and when the transit components of the Project are included in I-285 Top End Express Lanes and are constructed and in service, each Party shall have access to the transit facilities of the I-285 Top End Express Lanes; and
- c. Selection of a winning vendor(s) for the Project requires the approval of a majority of the Evaluation/Selection Committee which will consist of qualified representatives from each Party; and
- d. Voting representatives with appropriate professional qualification on the Evaluation/Selection Committee shall be apportioned among the Parties as follows:
 - i. MARTA will have four (4) voting representatives; and
 - ii. The ATL, Cobb, and Gwinnett will each have one (1) voting representative; and
 - iii. ARC and GDOT will have no voting representative and are asked only to support the procurement process in an advisory capacity with subject matter experts representing the roles and responsibilities of their respective agencies; and
- e. All Parties (except for ARC) agree to seek consensus with the plan and conceptual design for GDOT to consider to be incorporated into the I-285 Top End Express Lanes prior to Project closeout; and
- f. Each Party shall have the right to use the final deliverables for their own purposes, including but not limited to applying such work product to transportation projects outside of the I-285 Top End Express Lanes and/or for transportation projects within their respective jurisdictions. Such rights shall include the right to create derivative works thereof.
- g. If there are any funds remaining upon completion of the Project or the earlier termination of this Agreement, then the ATL shall return Project funds to each Party in proportion to each Party’s contribution of funds to the Project.
- h. If MARTA determines that the costs of completion of the Project will exceed the amount of funding provided for the Project, then MARTA will immediately notify all the other Parties of this issue. The

Parties will attempt to reach an agreement to resolve the funding shortfall issue in good faith and in a timely manner.

- i. The Parties agree that by participating in the Project, GDOT is not guaranteeing that BRT will be constructed as part of the overall I-285 Top End Express Lanes. Any decision as to the transit components inclusion into a GDOT project, rests solely with GDOT.
7. **TIME IS OF THE ESSENCE.** Time is of the essence for this Agreement.
8. **MODIFICATION.** This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
9. **TERMINATION.** Prior to completion of the term, this Agreement may only be terminated by a Party if another Party has materially breached this Agreement and failed to cure within fourteen (14) calendar days of receipt of notice of breach.
10. **ASSIGNMENT.** Each Party shall not assign the rights hereunder or delegate any of their rights, duties, or obligations hereunder without the prior written consent of all the other Parties, which consent will not be unreasonably withheld. Any assignment in violation of this section shall be null and void.
11. **NOTICE.** Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

Atlanta-Region Transit Link Authority Attn: Cain Williamson 245 Peachtree Center Avenue, Suite 2200 Atlanta, GA 30303-1224 Phone: 470.630.0013 Email: cwilliamson@atltransit.ga.gov	Metropolitan Atlanta Rapid Transit Authority Attn: Manjeet Ranu 2424 Piedmont Road, NE Atlanta, GA 30324 Phone: Email: mranu@itsmarta.com
Cobb County Attn: Drew Raessler 1890 County Services Pkwy, Marietta, GA 30008 Phone: 770.528.1600 Email: drew.raessler@cobbcounty.org	Gwinnett County Attn: 75 Langley Drive, Lawrenceville, GA 30046 Phone: Email:
Georgia Department of Transportation Attn: 600 West Peachtree NW, Atlanta, GA 30308 Phone: Email:	Atlanta Regional Commission Attn: John Orr 229 Peachtree Street, Suite 100, Atlanta, GA 30303 Phone: Email: jorr@atlantaregional.org

12. **WAIVER.** The waiver by any Party of any breach of any provision in this Agreement shall not be deemed to be a waiver of such provision of any subsequent breach of the same or any other provision in this Agreement.

13. **SURVIVABILITY.** If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, or unenforceable by any court of competent jurisdiction, then the remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose, and intent as shall be permitted by law.
14. **GOVERNING LAW.** This Agreement shall be governed by Georgia law.
15. **AUTHORITY/SIGNATURE.** The individual signing this Agreement on behalf of each Party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such Party, and to bind such Party to the terms and conditions of this Agreement.
16. **NO THIRD-PARTY BENEFICIARY.** Nothing herein shall be construed as conferring upon any person or entity, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
17. **HEADINGS.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.
19. **E-VERIFY AND NON-DISCRIMINATION.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.
20. **COMPLETE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

Signatures begin on following page.

IN WITNESS WHEREOF, the Parties have signed, sealed, and delivered this Agreement as of the Effective Date.

Atlanta-Region Transit Link Authority

By: _____
Name: Christopher Tomlinson
Title: Executive Director

Attest: _____
Name: _____
Title: _____

Atlanta Regional Commission

By: _____
Name: Doug Hooker
Title: Executive Director

Attest: _____
Name: _____
Title: _____

Cobb County

By: _____
Name: Lisa Cupid
Title: Chairwoman

Attest: _____
Name: _____
Title: _____

Georgia Department of Transportation

By: _____
Name: Russell McMurry
Title: Commissioner

Attest: _____
Name: _____
Title: _____

Gwinnett County

By: _____
Name: Nicole Hendrickson
Title: Chairwoman

Attest: _____
Name: _____
Title: _____

Metropolitan Atlanta Rapid Transit Authority

By: _____
Name: Jeffrey A. Parker
Title: General Manager & CEO

Attest: _____
Name: _____
Title: _____

Dekalb County

By: _____
Name: Michael Thurmond
Title: Chief Executive Officer, Dekalb County

Fulton County

By: _____
Name: Robb Pitts
Title: Chair, Fulton County Commission

1 **A RESOLUTION EXPRESSING FULTON COUNTY’S SUPPORT AND**
2 **APPROVAL OF A MEMORANDUM OF UNDERSTANDING REGARDING**
3 **FUNDING AND COLLABORATION BY AND BETWEEN FULTON COUNTY,**
4 **GEORGIA, THE ATLANTA-REGION TRANSIT LINK AUTHORITY, THE**
5 **METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, COBB COUNTY,**
6 **WINNETT COUNTY, DEKALB COUNTY, THE GEORGIA DEPARTMENT OF**
7 **TRANSPORTATION, AND THE ATLANTA REGIONAL COMMISSION;**
8 **AUTHORIZING THE CHAIRMAN TO EXECUTE THE MEMORANDUM OF**
9 **UNDERSTANDING; AND FOR OTHER PURPOSES.**

10
11 **WHEREAS**, Fulton County, the Atlanta-Region Transit Link Authority (“ATL”), the
12 Metropolitan Atlanta Rapid Transit Authority (“MARTA”), Cobb County, Gwinnett
13 County, DeKalb County, the Georgia Department of Transportation (“GDOT”), and the
14 Atlanta Regional Commission (“ARC”), (hereinafter referred to as “the Parties”), as
15 metro Atlanta transit providers, are committed to planning, building, and operating public
16 transportation services to improve accessibility and mobility, drive economic
17 development, and enhance the quality of life for those who work, live, and play in the
18 region; and

19 **WHEREAS**, the Parties are committed to working in coordination with partner
20 agencies to optimize service, provide seamless linkages, and improve the overall
21 customer experience for the communities they serve; and

22 **WHEREAS**, GDOT’s Major Mobility Investment Program includes construction
23 of express lanes, referred to as I-285 Top End Express Lanes, along the northern
24 portion of Interstate 285 from its intersection with Interstate 20 on the west side to
25 Interstate 20 on the east side of the metro Atlanta area; and

26 **WHEREAS**, the Parties wish to cooperate on the planning and engineering of the
27 transit components (“Project”) associated with the I-285 Top End Express Lanes; and

1 **WHEREAS**, the American Rescue Plan provided Section 5307 federal funding to
2 the metro region, with such funding available at a one hundred percent federal share;
3 and

4 **WHEREAS**, the ATL, Cobb County, Gwinnett County, and MARTA have agreed
5 to provide funding for the Project; and

6 **WHEREAS**, for coordination, the Parties find it necessary that one lead
7 professional/technical expert will be provided by each of the Parties to serve on a
8 Technical Working Group for the Project; and

9 **WHEREAS**, the Parties also find it necessary that one elected official each from
10 the cities of Clarkston, Tucker, Doraville, Sandy Springs, Dunwoody, Chamblee,
11 Smyrna, and Atlanta, and one elected official each from the Counties of DeKalb, Fulton,
12 Gwinnett, and Cobb, will be appointed to serve on a Policy Working Group for the
13 Project; and

14 **WHEREAS**, the Board of Commissioners expresses its support and approval of
15 a Memorandum of Understanding memorializing Fulton County's role with respect to the
16 Project, and further desires that the Chairman be authorized to execute the
17 Memorandum of Understanding to effectuate its desire to work in coordination with the
18 Parties to facilitate the Project.

19 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners
20 hereby expresses its support and approval of the memorandum of Understanding and
21 authorizes the Chairman to execute the Memorandum of Understanding and any related
22 documents, consistent with Georgia law, which shall be substantially in the form of the
23 Memorandum of Understanding attached hereto as Attachment "A".

BE IT FURTHER RESOLVED that the Board of Commissioners hereby authorizes the County Attorney to approve the Memorandum of Understanding and related documents as to form and to make modifications thereof prior to execution, and consistent with Georgia law.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia this _____ day of January 2022.

FULTON COUNTY BOARD OF COMMISSIONERS

BY:

Robert L. Pitts, Chairman

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.: 22-0021

Meeting Date: 1/5/2022

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

SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT BOARD

Term = Serves at the pleasure of the governing body which appointed them.

Term below expires: Serving at the pleasure of the BOC

Carl D. Cox (**BOC-2/Carn**) (**Resigned**)

Commissioner Abdur-Rahman has nominated Jim Sams for a Full Board appointment.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0022

Meeting Date: 1/5/2022

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

SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT BOARD

Term = Serves at the pleasure of the governing body which appointed them.

Term below expires: Serving at the pleasure of the BOC

Kent Mason (**BOC-2/Carn**)

Commissioner Abdur-Rahman has nominated Kent Mason for a Full Board reappointment.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0023

Meeting Date: 1/5/2022

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

Presentation: Georgia Music Accord Feasibility Study **(Pitts)**