

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

December 3, 2025

10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**25-0899 Board of Commissioners**

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

25-0900 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Steve and Marjorie Harvey Foundation Appreciation Day." **(Arrington)**
November 19, 2025

Proclamation recognizing "Student Leadership North Appreciation Day." **(Thorne)**
November 20, 2025

Proclamation recognizing "National Adoption Day." **(Ivory)**
November 22, 2025

Proclamation recognizing "Atlanta Turkey Classic Appreciation Day." **(Arrington)**
November 23, 2025

Proclamation recognizing "PAYUSA Appreciation Day." **(Arrington)**
November 23, 2025

Proclamation recognizing "Dotty Lee Miller McCarthy Appreciation Day." **(Ellis)**
November 24, 2025

Proclamation recognizing "James Kenneth Bates, Jr. Remembrance Day."
(Abdur-Rahman)
November 29, 2025

Open & Responsible Government**25-0901 Finance**

Request approval of a Participant Agreement for Merchant Processing Services with Truist Bank pursuant to the newly updated statewide Master Merchant Agreement for the provision of bankcard, charge card and debit card acceptance, processing, settlement, and other support services. This Participation Agreement will be effective upon approval through December 31, 2025, and shall automatically renew annually for terms beginning January 1 and ending December 31 provided each renewal period is exercised by the State of Georgia, Office of State Treasurer Merchant Program, with a final termination date of July 23, 2029.

25-0902 **Finance**

Request approval of a Participant Agreement for Merchant Processing Services with Truist Bank pursuant to the newly updated statewide Master Merchant Agreement for the provision of bankcard, charge card and debit card acceptance, processing, settlement, and support services. This Participation Agreement will be effective upon approval through December 31, 2025, and shall automatically renew annually from January 1 through December 31 through December 31, 2028, with a final term of January 1 through July 23, 2029, provided each renewal period is exercised by the State of Georgia, Office of State Treasurer Merchant Program, through July 23, 2029.

25-0903 **Finance**

Request approval to extend an existing contract - Finance Department, 16RFP102009C-CL, 401(a) Defined Contribution Plan Administrative Services with Great-Westlife & Annuity Insurance Company ("Great-West") which operates primarily as Empower Retirement, LLC ("Empower") to provide plan administrative services for an additional 12-month period. Effective dates: January 1, 2026 through December 31, 2026

25-0904 **Finance**

Request approval to renew existing contracts - Finance Department, 19RFP524216C-BKJ, 457(b) Deferred Compensation Plan Administrator with Great-Westlife & Annuity Insurance Company ("Great-West") which operates primarily as Empower Retirement, LLC ("Empower") to provide plan administrative services for the 457(b) Deferred Compensation Plan. Contributions are 100% employee paid - no cost to the County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

25-0905 **External Affairs**

Request approval to renew an existing contract - External Affairs, 24RFP1320756A-BKJ, State Intergovernmental & Interagency Affairs Services, in the amount of \$144,000.00 with Georgia Public Affairs, LLC, (Atlanta, GA) to provide State Intergovernmental & Interagency Affairs Services. The action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

25-0906 **External Affairs**

Request approval to renew existing contracts - Department of External Affairs, 23RFP081423A-KM, External Grant Writing and Support Services in the amount of \$20,000.00 with Think and Ink Grant Consulting (Atlanta, GA) to provide external grant writing and support services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

25-0907 External Affairs

Request approval to renew existing contracts - Department of External Affairs, 24RFP1323200A-BKJ, Federal Intergovernmental and Interagency Affairs Services in an amount not to exceed \$132,000.00 with McGuireWoods Consulting, LLC to provide federal intergovernmental affairs services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

25-0908 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 220 square feet to Fulton County, a political subdivision of the State of Georgia, from Archbishop Gregory J. Hartmeyer, Archbishop of the Roman Catholic Archdiocese of Atlanta, and His Appointed Successors and/or Administrators In Office, owner, for the purpose of constructing the St. Brigid Catholic Church Expansion Project at 3380 Old Alabama Road, Johns Creek, Georgia 30022.

25-0909 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 300 square feet to Fulton County, a political subdivision of the State of Georgia, from Market District Crabapple Condominium Association, Inc. for the purpose of constructing the Reliant at Market District Project at 12655 Birmingham Highway, Milton, Georgia 30004.

25-0910 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 121,824 square feet to Fulton County, a political subdivision of the State of Georgia, from Rivertown ONO Investment, LLC, for the purpose of constructing The Brooke at Rivertown Project at Ono Road, South Fulton, Georgia 30268.

25-0911 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 52,704.58 square feet to Fulton County, a political subdivision of the State of Georgia, from Toll Southeast LP Company, Inc., for the purpose of constructing the Emberly Subdivision Project at 1000 Lexington Farm Drive, Alpharetta, Georgia 30004.

25-0912 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 1,597 square feet to Fulton County, a political subdivision of the State of Georgia, from MHR Land, LLC, for the purpose of constructing the Parks at Pine Valley Phase 2A Project at 6000 Jones Road, Union City, Georgia 30213.

25-0913 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Medley Johns Creek Phase 1 Owner, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097.

Arts and Libraries**25-0914 Library**

Request approval to renew an existing contract - Fulton County Library System, 24ITB1288009B-PS, Newspapers, Magazine and Serial Subscriptions in the amount not to exceed, \$75,000.00 with EBSCO Information Services, LLC. (Birmingham, AL) to provide Newspapers, Magazine and Serial Subscriptions. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

Health and Human Services**25-0915 Community Development**

Request approval of Atlanta Neighborhood Development Partnership's request to forgive the remaining balance of an existing HOME Investment Partnership program loan for the Delowe Village Apartments now versus the scheduled loan forgiveness date. Delowe Village is an affordable 64-unit apartment complex located at in East Point, Georgia. Forgiveness of the HOME loan is needed to support the redevelopment of Delowe Village which will create 96 new affordable housing units.

Justice and Safety**25-0916 State Court**

Request approval to renew an existing contract - State Court, 23RFP138566A-CJC, Misdemeanor Probation Services, this is a revenue-generating contract with Judicial Correction Services, Inc. (Atlanta, GA) to provide supervision and case management services for misdemeanor offenders sentenced by Judicial Order in the State, Superior, and Magistrate Courts of Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

FIRST REGULAR MEETING AGENDA**25-0917 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

25-0918 Clerk to the Commission

Ratification of Minutes.

First Regular Meeting Minutes, November 5, 2025

Second Regular Meeting Post Agenda Minutes, November 19, 2025

25-0919 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing “Jessica McNair Appreciation Day.” **(Pitts/BOC)**

Proclamation recognizing “Human Rights Day.” **(Barrett/BOC)**

PUBLIC HEARINGS**25-0920 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting.

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

25-0921 Finance

Public Hearing for the FY2026 Proposed Operating Budget.

PRESENTATIONS TO THE BOARD**Metropolitan Atlanta Rapid Transit Authority****25-0922 Board of Commissioners**

MARTA Quarterly Update

COUNTY MANAGER'S RENEWAL ITEMS**Open & Responsible Government****25-0923 Registration & Elections**

Request approval to renew existing contracts - Registration & Elections, 25ITB1393668C-MH, Ballot Printing in the amount of \$260,460.00 with Tattnall Journal, Inc. dba Tattnall Ballot Solutions (Reidsville, GA) to provide ballot printing services for the 2026 General / Primary and runoff elections: General Primary Election/Nonpartisan Election & Runoff Elections; and the General Election/Special Election & Runoff Elections. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, thru December 31, 2026.

25-0924 Information Technology

Request approval to renew an existing contract - Department of Information Technology (FCIT), 25RFP1351128B-RT, Countywide Audio-Visual Services and Systems in a total amount not to exceed \$1,606,890.48 with (A) AVI Systems, (Atlanta, GA) in an amount not to exceed \$803,445.24; and (B) Summit Solutionz, Inc. (Norcross, GA) in an amount not to exceed \$803,445.24, to provide Countywide audio-visual systems, equipment, support, and services. This action exercises renewal one of three renewal options. Two renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

25-0925 External Affairs

Request approval to renew existing contracts - Department of External Affairs, 23RFP139170A-CJC, Communication and Engagement Services, in the amount of \$407,875.00 with AVA TopRight, LLC (Atlanta, GA) to provide communication and engagement services. This action exercises the second of three renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

Health and Human Services**25-0926 Behavioral Health and Developmental Disabilities**

Request approval to renew existing contracts - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC, Fulton County Behavioral Health Network in the total amount not to exceed \$15,861,360.42 with (A) River Edge Behavioral Health Community Service Board (Macon, GA) in an amount not to exceed \$4,208,688.44, to provide Minority AIDS Initiative (MAI), Core Adult Outpatient - Center for Health & Rehabilitation, Permanent Supportive Housing (PSH), DUI - North Fulton Service Center, Center for Health & Rehabilitation & South Fulton Service Center, Misdemeanor Mental Health Court (MMC); (B) Chris 180, Inc. (Atlanta, GA) in an amount not to exceed \$3,855,412.74, to provide School Based Mental Health - 38 Fulton Schools, Text 4 Help, Core Child & Adolescent Outpatient - Adamsville & North Fulton, Clubhouse for Youth, Re-Entry - Fulton County Jail; (C) The Summit Counseling Center, Inc. (Johns Creek, GA) in an amount not to exceed \$1,422,666.35, to provide School Based Mental Health - 29 Fulton Schools; (D) Grady Memorial Hospital d/b/a Grady Health System (Grady) (Atlanta, GA) in an amount not to exceed \$3,177,290.10, to provide Core Adult Outpatient - North Fulton Service Center & South Fulton Service Center, Re-Entry (Women on the Rise), SRU - Fulton County Jail; (E) Health Connect America (HCA) d/b/a Georgia Hope (Woodstock, GA) in an amount not to exceed \$400,000.00, to provide Core Child & Adolescent Outpatient - Oak Hill; and (F) Step Up on Second Street, Inc. (Decatur, GA) in an amount not to exceed \$2,329,196.14, to provide Permanent Supportive Housing (250 units). This action exercises the third of nine renewal options. Six renewal options remain. Effective dates for contracts A, B, C, D, F: January 1, 2026 through December 31, 2026. Effective dates for contract E: January 1, 2026 through June 30, 2026.

Justice and Safety**25-0927 Sheriff**

Request approval to renew an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare of Fulton County, LLC (Birmingham, AL) in an amount not to exceed \$38,521,149.72 to provide physical and mental health services to inmates at the Fulton County Jail and other locations and an estimated not to exceed amount of \$6,600,000.00 for annual medication pass through costs for a total not to exceed amount of \$45,121,149.72. This action exercises the eighth of nine renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****25-0928 Finance**

Discussion: FY2026 Proposed Operating Budget.

25-0929 **Registration & Elections**

Request approval to increase spending authority - Registration & Elections, SWC# 99999-001-SPD0000136, Temporary Staffing Services - Clerical & Light in the amount of \$352,000.00 with Abacus Corporation (Morrow, GA) to cover the cost of additional work hours and staffing to conduct the Senate District 35 election, which was not included in the original 2025 election calendar, additional spending authority is requested in the event expenses exceed the original allocation. Effective upon BOC approval.

25-0930 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed \$467,108.33 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the Fulton County Animal Services facility located at 1251 Fulton Industrial Blvd NW, Atlanta, GA 30336. Effective dates: January 1, 2026 through July 14, 2026.

25-0931 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed \$428,860.50 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the Fulton County South Annex Jail located at 6500 Watson Street, Union City, GA 30291. Effective dates: January 1, 2026 through July 14, 2026.

Arts and Libraries**25-0932** **Arts and Culture**

Request approval of a statewide contract - Arts & Culture Department, SWC# 99999-SPD-0000136-0008, Professional Temporary Staffing in an amount not to exceed \$105,000.00 with Corporate Temps Inc. (Norcross, Georgia) to provide temporary staffing services for the Arts & Culture Department. Effective January 1, 2026 through June 30, 2026.

Health and Human Services**25-0841** **Behavioral Health and Developmental Disabilities**

Request approval of a Memorandum of Understanding between Fulton County, the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD) and the Atlanta/Fulton County Policing Alternatives and Diversion Initiative, Inc. (PAD) to resume financial support for delivery of pre-arrest diversion services in the amount of \$400,000.00 for the period January 1, 2026 to December 31, 2026. **(HELD ON 11/19/25)**

25-0933 Public Works

Request approval of a recommended proposal - Public Works, 25RFP147291K-CRB, Asset Management Modeling and Data Analysis in an amount not to exceed \$400,000.00 with Hazen and Sawyer (Atlanta, GA) to provide engineering services for the development of an asset management program for the Capital Improvement Program effective January 1, 2026 through December 31, 2026 with two renewal options.

25-0934 Senior Services

Request approval of recommended proposals for Department of Senior Services RFP 25RFP1338515A-BKJ for Senior In-Home Services in an amount not to exceed \$1,837,166.32. in the total amount of Contracts with (A) Southern Homecare Services dba Always Caring Home Care (Roswell, GA) in the amount of \$719,742.91 (B) Help At Home LLC (Newnan, GA) in the amount of \$295,090.92; (C) At Home Atlanta (Stone Mountain, GA) in the amount of \$372,688.76; (D) Trusted Hands Senior Care (Roswell, GA) in the amount of \$313,643.73; (E) Quality Personal Care (Atlanta, GA) in the amount of \$136,00.000, to provide In-Home Services to eligible Fulton County seniors aged 60 and above. Effective January 1, 2026 thru December 31, 2026 with three renewal options.

COMMISSIONERS' ACTION ITEMS**25-0842 Board of Commissioners**

Request approval of an Ordinance to amend Chapter 2, Article II, Division 2 of the Code of Laws of Fulton County relating to the Code of Ethics regarding a preliminary process for Commissioners who seek to file ethics complaints against other Commissioners; and for other purposes. **(Thorne) (HELD ON 11/5/25) (MOTION TO APPROVE FAILED ON 11/19/25)**

25-0844 Board of Commissioners

Request approval of a Resolution to create a Commercial Property Assessment Task Force to provide input to the members of the Board of Commissioners in collaboration with the Fulton County Board of Tax Assessors and its staff on the valuation of commercial properties; and for other purposes. **(Ivory) (HELD ON 11/5/25) (MOTION TO APPROVE FAILED ON 11/19/25)**

25-0892 Board of Commissioners

Request approval of a Resolution directing the County Manager to include on an annual basis funding in an amount not to exceed one million dollars (\$1,000,000.00) for the Fulton County Veterans' Community Services Grant Program to support services and programs for veterans residing in Fulton County, Georgia; and for other purposes. **(Arrington/Barrett/Ivory) (MOTION TO APPROVE AS AMENDED FAILED ON 11/19/25)**

25-0893 Board of Commissioners

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-63 (Presiding Officer and Rules for Debate) of the Fulton County Code of Ordinances; to clarify procedures for designation of a presiding officer in the absence of the Chairman and Vice-Chairman; and for other purposes. **(Arrington) (MOTION TO APPROVE FAILED ON 11/19/25)**

25-0895 Board of Commissioners

Request approval of a Resolution of the Fulton County Board of Commissioners amending policies limiting the use of Fulton County staff for certain events by members of the Fulton County Board of Commissioners; and for other purposes. **(Ellis/Thorne) (HELD ON 11/19/25)**

25-0897 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners directing the County Manager to work with Select Fulton and the Fulton County Development Authority to develop a Senior Property Tax Relief Program; and for other purposes. **(Ivory) (MOTION TO APPROVE FAILED ON 11/19/25)**

25-0935 Board of Commissioners

Request approval of a Resolution to affirm that reproductive rights are human rights; to condemn the criminalization of abortion and related services; to urge the Georgia State Legislature to repeal the six-week abortion ban that endangers lives, and for other purposes. **(Barrett)**

25-0936 Board of Commissioners

Request approval of a Resolution to establish a Fulton County Women's Commission to advise the Board of Commissioners on policies, strategies, and community partnerships that advance gender equity and address the systemic barriers impacting women; and for other purposes. **(Barrett)**

25-0937 Board of Commissioners

Request approval of a Resolution to establish a "Healthy Women, Healthy Families" grant program in Fulton County; to provide \$1M in annual funding for the grant program to fund organizations focused on improving women's health outcomes and ensuring access to quality care; and for other purposes. **(Barrett)**

25-0938 Board of Commissioners

Request approval of a Resolution of the Fulton County Board of Commissioners establishing a program to provide funding to non-profit and other community services organizations to carry out programs and services for individuals who come into contact with the Fulton County Justice System; directing the County Manager to establish necessary policies and procedures for the program; directing the County Manager and Director of Finance to designate no less than \$3,000,000.00 for the program for Fiscal Year 2026; and for other purposes. **(Ivory)**

25-0939 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners supporting its ability to govern local affairs and urging the Georgia General Assembly to preserve the Board of Commissioners' involvement in matters affecting Fulton County residents. **(Ivory)**

25-0940 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners approving the purchase of Automated External Defibrillators (AEDS) for use by the Fulton County Police Department and for other purposes. **(Pitts)**

EXECUTIVE SESSION**25-0941 Board of Commissioners**

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

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0900

Meeting Date: 12/3/2025

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Steve and Marjorie Harvey Foundation Appreciation Day." **(Arrington)**
November 19, 2025

Proclamation recognizing "Student Leadership North Appreciation Day." **(Thorne)**
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Proclamation recognizing "Dotty Lee Miller McCarthy Appreciation Day." **(Ellis)**
November 24, 2025

Proclamation recognizing "James Kenneth Bates, Jr. Remembrance Day." **(Abdur-Rahman)**
November 29, 2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0901

Meeting Date: 12/3/2025

Department

Finance

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

Request approval of a Participant Agreement for Merchant Processing Services with Truist Bank pursuant to the newly updated statewide Master Merchant Agreement for the provision of bankcard, charge card and debit card acceptance, processing, settlement, and other support services. This Participation Agreement will be effective upon approval through December 31, 2025, and shall automatically renew annually for terms beginning January 1 and ending December 31 provided each renewal period is exercised by the State of Georgia, Office of State Treasurer Merchant Program, with a final termination date of July 23, 2029.

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

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

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

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 Office of the State Treasurer (OST) has executed new Statewide Merchant Card Services Agreements (MSAs). As a result, OST now requires all participating entities to execute a new Participation Agreement in order to continue using Merchant Card Services (MCS) under these contracts. Fulton County currently utilizes the statewide contract with Truist/Fiserv to process electronic payments for several departments, including the Library, Senior Services, Police, Water

and Sewer, Public Works, and the Courts.

Scope of Work: NA

Community Impact: NA

Department Recommendation: It is recommended that the attached Master Service Agreement with Truist/Fiserv, under the statewide contract for merchant card services, be approved in order to ensure continued processing of merchant card payments.

Project Implications: NA

Community Issues/Concerns: NA

Department Issues/Concerns: NA

Fiscal Impact / Funding Source

Funding Line 1:

n/a



To: State Entity Merchant Card Services Contacts
From: Office of the State Treasurer
Subject: Merchant Card Services Statewide Agreement
Date: August 20, 2024

The Office of the State Treasurer (OST) is pleased to announce the completion of three new Statewide Merchant Card Services Agreements. These Master Service Agreements (MSAs) are for use by all State Entities and will allow State Entities to accept various merchant cards for electronic payments. The State Treasurer has entered into two MSAs with Truist Bank/Truist Merchant Services, LLC, and one MSA with Wells Fargo Bank, N.A./Wells Fargo Merchant Services, LLC. Truist Bank is the successor to both SunTrust Bank and Branch Banking & Trust Company (BB&T) and currently offers two gateway providers, Global Payments/TSYS and Fiserv. All entities currently using Merchant Card Services (MCS) from these providers must execute a new Participation Agreement. The MSAs can be found posted on the OST website <https://ost.georgia.gov> under the Banking: Statewide Merchant Card Services section.

Over the next few weeks, all State Entities should work with their respective banking institutions to review and execute a new MCS Participation Agreement. This action is necessary to ensure your payment processing capabilities remain efficient, secure, and compliant with current financial regulations. Your current MCS provider will contact you to coordinate the effort of executing a new Participation Agreement. State Entities should thoroughly review the MSA and Participation Agreement, focusing on key areas such as transaction fees, security protocols, compliance requirements, and service-level agreements. State Entities should also discuss their new pricing terms, payment solutions, and available equipment offerings with their service provider.

In accordance with the Statewide Merchant Card Services Policy, all state entities must use the statewide agreements entered into by OST. Any State Entity that desires not to use a statewide contract approved by the State Treasurer must obtain approval from the Board for an exception to this requirement. State Entities requiring new merchant card services to accept card payments must receive approval from the State Depository Board. All MCS user entities who have previously received approval will not need reapproval. If current MCS user entities want to switch service providers, OST must be notified.

Please share this information with the appropriate person within your agency for consideration. If you have any questions, please do not hesitate to contact your service provider or Jessica Smith at OST. Their contact information is listed on the next page.

Thank you,

Jessica A. Smith
Director of Banking Services
Office of the State Treasurer

Office of the State Treasurer

Jessica A. Smith

Director of Banking Services
Office of the State Treasurer
Office: 404-232-7232
Jessica.Smith@treasury.ga.gov

Truist

Michelle Rhodes

Vice President
Merchant Services Corporate Account Manager
Mobile: 301-440-7355
Michelle.Rhodes@Truist.com

Truist

Jennifer Crush

Banking Officer
Merchant Services Corporate Account Manager
Mobile: 540-589-6518
Jennifer.Crush@Truist.com

Wells Fargo

Steve DeSatnick

Assistant Vice President
Senior Merchant Services Relationship Manager
Phone: 302-528-4076
Steve.Desatnick@wellsfargo.com

MASTER MERCHANT AGREEMENT Truist

State of Georgia, Office of State Treasurer Merchant Program

This Master Services Agreement ("MSA") is among the Office of the State Treasurer, State of Georgia ("OST") on behalf of the Customers whereas Customers are defined as State of Georgia government agencies, commissions, departments, boards, authorities, bureaus, institutions, and local government entities that sign a Participation Agreement (attached as Schedule E) and Truist Bank, successor in interest to SunTrust Merchant Services, LLC and/or its Affiliates ("Provider") for the services identified below. The OST is signing this MSA on behalf of the Customers that are entitled to use this MSA and Addenda as part of the RFQB Event Number OST 23/001. Each Customer shall be responsible for its own individual performance and compliance with the terms of its Participation Agreement and OST may serve as a coordinator for Servicers' services under, but shall not be a party to, any such Participation Agreement. The Participation Agreements are hereby incorporated by reference.

NOW THEREFORE, in consideration of mutual covenants and agreements set forth herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and OST and Customer agree as follows:

The intent of this MSA is to provide one set of standardized "Terms and Conditions" to be utilized for multiple relationships within the United States between Customer and Provider. All services provided by Provider ("Services") will be identified as individual addenda to this MSA ("Addendum") with specific operational specifications and selected by the Customer in the Participation Agreement. These Addenda will be subject to the Terms and Conditions of this MSA unless the applicable Addendum specifically states that additional and/or other terms and conditions apply. The Services are subject to terms and conditions contained herein which serves as the Provider's final response to the RFQB Event Number OST 23/001, as herein incorporated by reference.

1. **Services.** The Services provided shall be more fully described in the attached Service Addendums: Bankcard Addendum and the following addenda attached as Schedule D: PayPoint Addendum, TransArmor Addendum, Clover Go Addendum, Debit Addendum, Amex Opt Blue Addendum, Convenience Fee Addendum, Data File Manager Addendum, and Clover Services and Equipment Addendum, all of which are incorporated herein by reference and the selection of which Services to be delivered will be made in each Participation Agreement.

2. **Term.** This MSA and any Addenda attached hereto shall be in effect upon signing of each document by all parties and shall remain effective for a period of three years. This MSA and any Addenda hereto may be renewed for up to two (2) successive one (1) year terms upon written notice to Provider prior to the end of the then existing term.

3. Financial and Other Information.

- 3.1 During any period in which Customer is not subject to the reporting requirements of the Securities Exchange Act of 1934 or, if subject to such reporting requirements, is not in compliance with such, Customer agrees to provide Provider quarterly financial statements of Customer within forty five (45) days after the end of each fiscal quarter and annual audited financial statement within ninety (90) days after the end of each fiscal year, if such documents are available. Such financial statements shall be prepared in accordance with generally accepted accounting principles. Customer also shall provide such other financial statements and other information concerning Customer's compliance with the terms and provisions of this MSA as Provider may reasonably request. Customer authorizes Provider to obtain from third parties financial and credit information relating to Customer in connection with Provider's determination whether to accept this MSA and Provider's continuing evaluation of the financial and credit status of Customer. Upon Provider's request, Customer shall provide to Provider or their representatives access to Customer's facilities and records during Customer's normal business hours of operation for the purpose of performing any inspection and/or copying of Customer's books and/or records pertaining to the Services contemplated in the MSA. If not requested by the Card Organizations or law enforcement, alternatively, Customer may elect to provide copies of such books and/or records to Provider.
- 3.2 Customer will provide Provider with written notice of Customer's intent to liquidate, substantially change the basic nature of its business, transfer or sell any substantial part (25% or more in value) of its total assets, or if Customer or its parent is not a corporation whose shares are listed on a national securities exchange or on the over-the-counter market, change the control or ownership of Customer or its parent, thirty (30) days prior to such liquidation, change, transfer or sale taking place. Customer will also notify Provider of any judgment, writ, warrant of attachment, execution, or levy against any substantial part (25% or more in value) of Customer's total assets not later than three days after Customer obtains knowledge of any such judgment, writ, warrant or attachment, execution, or levy.

4. Responsibility.

- 4.1 Customer shall, to the extent provided by state law, be responsible for its performance and the performance of its officers and employees related to this MSA and any Participation Agreement and does not request that Provider assume liability for the performance of Customer and/or its officers and employees under thereunder. As a matter of state law, Customer is subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, remain one of Provider's available remedies if it believes it has suffered any losses as a result of Customer's breach of this MSA or any Participation Agreement and Customer accepts liabilities raised under such laws.
- 4.2 Provider agrees to indemnify and hold harmless Customer from and against all losses, liabilities, damages, and expenses (including, but not limited to, attorneys' fees) resulting from any breach of any representation, warranty, covenant, provision of this MSA or any Addenda or any misrepresentation by Provider under this MSA or any Addenda.

- 4.3 In the event of any legal action or claim with any third parties concerning any transaction or event in which a claim pursuant to this Section 4 against a party may be made under this MSA, any Addenda hereto the party liable hereunder agrees to: (a) promptly notify the other party of the legal action or claim, (b) reasonably cooperate with the other party in the making of claims or defenses, (c) provide information, assist in the resolution of the legal action or claim and make available at least one employee or agent who can testify regarding said claim or defenses. However, Provider shall not compromise or settle any claim or action affecting Customer to the extent that it involves more than the payment of money by Provider without Customer's written consent.

5. WARRANTIES; EXCLUSION OF CONSEQUENTIAL DAMAGES; LIMITATION ON LIABILITY.

- 5.1 **Disclaimer of Warranties.** This MSA and any Addenda is an MSA for services and except as expressly provided in this MSA and any Addenda, Provider and its affiliates disclaim all representations or warranties, express or implied, made to Customer or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose, noninfringement or otherwise (regardless of any course of dealing, custom, or usage of trade) of any services or any goods provided incidental to the services provided under this MSA.
- 5.2 **Exclusion of Consequential Damages.** Notwithstanding anything in this MSA and any Addenda to the contrary, in no event shall Provider or its affiliates be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.
- 5.3 **Provider's Limitation of Liability.** Provider's maximum liability to Customer relating to or arising from the subject matter of this MSA or any Addenda for any claim of any kind in the aggregate shall be no more than \$100,000.00 (the "Limitation of Liability") regardless of form of action or legal theory. The limitation of liability shall control notwithstanding any other provision of this MSA or any Addenda and shall also apply to the liability of any servicers or any affiliates of them.

6. Independent Contractor; Third-Party Beneficiaries. The parties are independent contractors. Neither party shall have any authority to bind the other. This MSA and any Addenda are entered into solely for the benefit of Provider and Customer and will not confer any rights upon any person not expressly a party to this MSA and any Addenda, including consumers. Provider may subcontract with others to provide Services.

7. Publicity. Neither party will initiate publicity relating to this MSA and any Addenda without the prior written approval of the other, except that: (i) either party may make disclosures required by legal, accounting, or regulatory requirements; and (ii) Provider may use Customer's name in publicity indicating that Customer and Provider have entered into a contractual relationship.

8. Confidentiality. Each party acknowledges and agrees that the other may be providing to it and that it may become aware of the confidential and proprietary information of the other party, including but not

limited to, financial information and other information related to each party's business operations. Each party agrees that it will maintain the confidentiality of such information and neither party shall disclose any such information to any other person or entity (other than to those of its employees, agents, contractors, and Affiliates to whom disclosure is reasonably necessary in furtherance of the performance of this MSA). Notwithstanding the foregoing, the requirements of non-disclosure shall not apply to any information which (a) at the time of disclosure is already in the possession of the receiving party; (b) is independently developed by the receiving party without reliance on the disclosed confidential or proprietary information; (c) is or becomes publicly available through no wrongdoing of the receiving party; or (d) becomes available to receiving party on a non-confidential basis from a person, other than the disclosing party, who is not bound by a confidentiality obligation or otherwise restricted from transmitting the information to the receiving party. Furthermore, this section shall not prohibit the receiving party from making legally required disclosures pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70, et. seq., subpoena, court order or the order of any other authority having jurisdiction; provided that receiving party shall provide disclosing party with prompt notice, unless prohibited by law or court order, thereof so that disclosing party may seek an appropriate protective order or other remedy. If in the absence of a protective order or other remedy or waiver of the terms of this section, receiving party determines in its sole discretion that it is required by law, regulation, legal process or regulatory authority to disclose any such confidential or proprietary information, receiving party may disclose such information upon written notice to disclosing party.

9. **Exclusivity.** Reserved.

10. **Compliance with Laws.** In performing its obligations under this MSA and any Addenda, each party agrees to comply with all federal, state, and local laws and regulations applicable to it. Customer further agrees to cooperate and provide information requested by Provider, as Provider determines necessary, to facilitate Provider's compliance with any applicable law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"). Customer further acknowledges and agrees that it will not use its merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. § 5361, et. seq., as may be amended from time to time, or those that prohibit processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500, et. seq. and other laws enforced by OFAC.

11. **Assignment.** Neither party may assign its rights or delegate its obligations under this MSA and any Addenda without the other's prior written consent, which will not be unreasonably withheld. Provider may, however, assign any and all of its rights or delegate any or all of its obligations to an Affiliate or to an entity that is acquiring all or substantially all of the assets of Provider.

12. **Choice of Law and Venue.** This MSA and any Addenda shall be governed by and construed in accordance with the laws of the State of Georgia (without regard to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this MSA and any Addenda shall be in the Fulton County Superior Court, Atlanta, Georgia.

13. **Waiver of Jury Trial.** Reserved.

14. **Force Majeure.** Provider shall not be held responsible for any delays in or failure or suspension of service caused, directly or indirectly, by mechanical or power failure, computer malfunctions (including, without limitation, software, hardware and firmware malfunctions), failure, delay or error in clearing or

processing a transaction through the ACH Network or Federal Reserve system, if applicable, the nonperformance, delay or error by a third party or in any other third-party system for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications, transmission links or other equipment; any outbreak or escalation of hostilities, war, riots, terrorism or civil disorders in any country; strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, earthquake, fire, flood, elements of nature or other acts of God, any act or omission of the other party or any government authority, or other causes reasonably beyond the control of Provider.

15. **Equipment.** Customer acknowledges that equipment and/or software purchased or rented from Provider, if any, may not be compatible with another processor's systems. Provider does not have any obligation to make such software and/or equipment compatible with any other processing systems. In the event that Customer elects to use another processing service provider upon the termination of this MSA or any Addenda, Customer acknowledges that it may not be able to use the equipment and/or software rented or purchased under this MSA or any Addenda.

16. **Notices.** Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters related to the Services) shall be in writing, shall be sent by mail, email, courier or facsimile (facsimile notices shall be confirmed in writing), if to Office of the State Treasurer all notices and other communications required or permitted under this Master Services Agreement shall be sent to the following email address: ostbanking@treasury.ga.gov, if to Customer via email as designated by Customer in the Customer's Participation Agreement, and if to Provider at the following address: Truist Bank, P.O. Box 200 Wilson, North Carolina 27894, Attn: Merchant Services Division Manager or merchantrisk@truist.com, and shall be deemed to have been given (i) if sent by mail or courier, when received, and (ii) if sent by facsimile machine, when the confirmation copy is actually received. Notice given in any other manner will be effective when delivered.

17. **Headings.** The headings contained in this MSA and any Addenda are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this MSA and any Addenda.

18. **Severability.** The parties intend every provision of this MSA and any Addenda to be severable. If any part of this MSA and any Addenda are not enforceable, the remaining provisions shall remain valid and enforceable. In such case, the parties will in good faith modify or substitute a provision consistent with their original intent. If any remedy fails of its essential purpose, then all other provisions, including the limitations on liability and exclusion of damages, will remain fully effective.

19. **Entire Agreement; Waiver.** This MSA and any Addenda hereto constitute the entire agreement between the parties with respect to the subject matter thereof, and supersedes any previous agreements and understandings. Except as provided in other Sections of this MSA or any Addenda, this MSA, along with any Addenda can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of this MSA and any Addenda shall not be deemed a waiver of any subsequent breach of the same or another term or condition. Purchase orders, requests for production, pre-printed terms or other Customer-generated documents that Provider may receive are for administrative convenience only and do not modify this MSA and any Addenda and are expressly rejected by Provider. The words "including", "include", and "includes" will each be deemed to be followed by the term "without limitation". This MSA and any Addenda may be executed in counterparts,

each of which will be deemed an original for all purposes, but all of which when taken together will constitute one agreement.

20. **E-Verify**. The parties acknowledge the applicability of Georgia's E-Verify Requirements (Effective July 1, 2013) and E-Verify Contractor Requirements Georgia Law, O.C.G.A. § 13-10-91.

21. **RFQB Mandatory Requirement E3**. Notwithstanding Mandatory Requirement E3 of the RFQB, Provider will maintain all records in accordance with its document retention policies, which are designed to comply with all applicable laws, rules and regulations as well as Card Association rules. Provider will not retain Customer's data separately from its other clients but will retain payment and invoicing documents in accordance with Mandatory Requirement E3.

22. **RFQB Mandatory Requirement E6**. Notwithstanding Mandatory Requirement E6 of the RFQB, Servicers shall provide the Services in accordance with Schedule B.

23. **RFQB Mandatory Requirement G4**. Notwithstanding Mandatory Requirement G4 of the RFQB, Provider commits to maintaining the confidentiality of the transaction data related to Customer. Provider will not disclose transaction data in any manner that permits any third party to identify the Customer or its customers except that Provider does reserve the right to retain Subcontractors to assist in the performance of the Provider's services at its discretion. Provider shall retain the responsibility to ensure that the Subcontractors comply with the applicable terms of this MSA.

24. **Compliance with O.C.G.A. § 50-5-85**. Provider certifies that Provider is not currently engaged in and agrees for the duration of this MSA not to engage in, a boycott of Israel, in compliance with and as defined in O.C.G.A. § 50-5-58. In interpreting Provider's compliance with this provision, the Parties agree that O.C.G.A. § 50-5-85 shall not be construed to impose obligations or limitations beyond those in applicable federal law and regulations, including 15 C.F.R. Part 760, on Provider.

25. **Pricing**. Notwithstanding anything else in the MSA, OST and Provider agree that the pricing attached hereto as B-7 – Pricing Proposal shall govern the pricing for Services.

26. **Customers**. Notwithstanding anything else in the MSA, OST and Provider agree that the Customers subject to the terms of the MSA, including the Amended and Restated Master Merchant Agreement, Bankcard Addendum and any annexes, schedules or exhibits thereto, are those identified by Appendix A attached hereto and incorporated into the MSA, as may be amended from time to time. OST represents and warrants that it has the authority to enter into the Bankcard Addendum and Participation Agreement on behalf of Customers.

27. **OST Mandatory Requirement No. 1**. All provisions, terms and considerations in the new MSA must be consistent with Georgia Law.

28. **OST Mandatory Requirement No. 2**. The MSA must be consistent and compliant with the requirements, conditions and terms memorialized in the Request for Qualified Bank (RFQB) document and the Bank's (Provider's, Servicers or Vendor's) proposal and in its responses to the Mandatory Requirements, Mandatory Questions, Additional Questions, General Account Questions and Pricing Proposal. Additionally, in the Provider's oral presentation.

29. **OST Mandatory Requirement No. 3**. OST will have the right to cancel for convenience with 180-days notice.

30. **OST Mandatory Requirement No. 4.** Provider must provide a minimum of two-year's advance notice prior to initiating any major changes to its operating platform or its third-party processor's operating system.

31. **OST Mandatory Requirement No. 5.** Provider agrees to compensate OST for necessary and unavoidable transition costs directly related to Bank's decision to discontinue the availability of a third-party processor system.

32. **OST Mandatory Requirement No. 6.** Provider expects the OST and Customer to promptly review its invoices and to notify Bank of errors within 90 days of the date of the invoice. Provider agrees to cooperate in good faith to remedy any actual billing error identified as described. Further, subject to mutually agreed limitations, Provider agrees to reimburse the State for third-party claims and related losses resulting from Provider's breach of any warranty, covenant or obligation under the MSA, or any misrepresentation or negligence or willful misconduct by Provider, Provider's employees, or agents in connection with the provision of its services (the "Billing Error Reimbursement"). Nothing in this section shall limit other rights or remedies available to the OST or Customer. Provider shall not be required to pay any Billing Error Reimbursement for any actual billing errors the OST or Customer have not given 90 days' notice to Provider from the invoice date of that specific billing error. For clarity, notwithstanding anything to the contrary stated in this section or the MSA, this reimbursement obligation shall not apply to Provider with respect to Non-Bank Services.

The parties hereto have caused this MSA and any Addenda to be executed by their duly authorized officers. **THIS MSA AND ANY ADDENDA ARE NOT BINDING UPON PROVIDER UNTIL SIGNED BY PROVIDER.**

State of Georgia,
The Office of the State Treasurer

By: [Signature]
Signature

Name: Steven M. McCay
Print or Type

Title: State Treasurer

Address: 200 Piedmont Avenue
Atlanta, GA 30334

Truist Bank
("Provider")

E-SIGNED by Lisa Orman
By: on 2024-07-24 11:34:30 EDT
Signature

Name: Lisa Orman
Print or Type

Title: Product Management Leader

Address: 2713 Forest Hills Road
Wilson, NC 27893

**TRUIST BANK
BANKCARD ADDENDUM TO MASTER SERVICES AGREEMENT**

This Merchant Services Bankcard Addendum ("Bankcard Addendum") is between the Customer identified in the MSA and Truist Bank (herein, "Bank" or "Provider" or "Servicer(s)" or """) as successor in interest to SunTrust Bank, and successor in interest to SunTrust Merchant Services, LLC. The terms of the MSA between Provider and Customer are incorporated herein and the parties hereto agree to be bound by such terms.

This Bankcard Addendum, together with the incorporated terms and conditions of the MSA and the terms of Schedule A, contains the terms and conditions under which Customer will receive services.

Bank, as a wholly-owned operating subsidiary of a member of Visa U.S.A., Inc. ("Visa") and Mastercard International Incorporated ("Mastercard") (Visa and Mastercard, collectively, the "Card Organizations" or "Bankcard Associations"), is a licensee of the Bankcard Associations permitting it to acquire Visa and Mastercard transactions. Accordingly, Provider shall perform certain functions in connection with Authorization, processing, and settlement for Customer hereunder. As between themselves, the respective rights and obligations of Provider and Bank shall be governed by the agreements between them and/or their parent entities and the Card Organization Rules. Customer acknowledges that, notwithstanding anything contained in any or all of this Bankcard Addendum (which includes the Annex(es), Your Payment Acceptance Guide, attachment(s), schedule(s), or supplement(s) referred to herein or amendments to any of the aforesaid) to the contrary, Bank's obligations hereunder shall be in accordance with the terms and conditions of this Bankcard Addendum and the Card Organization Rules.

In consideration of the mutual covenants and agreement set forth herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, Servicer and Customer agree as follows:

1. **Definitions.** As used in this Bankcard Addendum, capitalized terms will have the meaning set forth in Annex 1.
2. **Services.**
 - 2.1 Subject to the Card Organization Rules, Services may be performed by Provider or other third-party banks subject to the agreements between them as the same may be modified from time to time.
 - 2.2 In addition to Provider, one or more Affiliates of Provider may assist in providing local support functions in connection with this Bankcard Addendum, provided that Provider is fully responsible for the actions and/or omissions of any such Affiliates performed in connection with this Bankcard Addendum.
3. **Acceptance of Cards.** The following rules are requirements strictly enforced by Card Organizations, which include but not limited to:
 - 3.1 Customer's minimum Credit Card acceptance amount cannot exceed \$10.00. Such minimum amount must be established to all Credit Cards regardless of Card Issuer or Card brands.
 - 3.2 Customer may not impose a surcharge or fee for accepting a Debit Card.
 - 3.3 Customer cannot establish any special conditions for accepting a Card.

- 3.4 Customer may provide a discount/incentive for a consumer to pay cash, check Credit Card, Debit Card, etc., however, Customer must clearly and conspicuously disclose the discount to consumers. Also, Customer must offer the discount to all consumers and Customer cannot discriminate based on Card brand or Card Issuer.
- 3.5 Customer may not require Cardholders to provide personal information (e.g., home or business phone number; home or business address; or driver's license number) unless instructed by the Authorized Center except for mail/telephone/Internet order or delivery-required transaction, or zip code for card-present key-entered transaction for purposes of obtaining an Address Verification. Any information that is supplied by the Cardholder must not be in plain view when mailed.
- 3.6 Customer may not submit any transaction representing the refinance or transfer of an existing Cardholder obligation that is deemed uncollectible by the Customer.
- 3.7 Customer shall not post signs indicating the Customer will refuse to honor Card transactions below or above a specified amount. Customer shall not engage in acceptance practices or procedures that discriminate against, discourage, or favor the offered use of any particular Card accepted by Customer, other than co-branded Cards or other proprietary Cards.
- 3.8 To the extent Customer processes a transaction that requires the Cardholder's signature, including, without limitation, a manually entered transaction, Customer must check each Card accepted for validity in accordance with the terms of this Bankcard Addendum, Your Payment Acceptance Guide and the applicable Card Organization Rules. Customer must not submit for settlement any sale that was not created between the Customer and the Cardholder for settlement and under no circumstances may a Customer submit any sale that has been previously charged back by the Cardholder and returned to Customer.
- 3.9 Customer will check each Card used during a transaction for validity in accordance with the terms of this Bankcard Addendum, Your Payment Acceptance Guide and the applicable Card Organization Rules. Customer will not honor a Card that appears to be invalid or expired.
- 3.10 All Sales Drafts and Credit Vouchers must include (i) either a manual imprint or an electronic printing of the Card obtained by passing the Magnetic Stripe on the Card through a point-of-sale terminal, of Cardholder information contained on the Card or Magnetic Stripe; (ii) the signature of the authorized user as it appears on the Card, if required; (iii) the date of the transaction; (iv) a description of the merchandise sold or rented or the services rendered; and (v) the total cash price of the Card transaction (including taxes).
- 3.11 Except for transactions completed by using Magnetic Stripe reading point-of-sale terminals that print Card transaction records or originated at limited amount terminals that are capable of reading Magnetic Stripes and limit each Card transaction to twenty-five dollars (\$25), Customer is deemed to agree to have established the true identity of any Cardholder unless Customer manually imprints the Card on the Sales Draft, as described in subsection 3.8, above and the Card Organization Rules.
- 3.12 Unless a Card transaction is governed by Section 6, Section 9 or otherwise specifically authorized by Servicers in writing, Customer may only complete a Card transaction when (i) the Card is present and (X) the date stored on the magnetic stripe or similar device is electronically read and printed by a magnetic stripe/device reader or (Y) the Card is manually imprinted, (ii) the Card is signed and the signature of the Sales Draft, if required, appears to be the same as the signature on the Card, (iii) the Cardholder resembles the person pictured (if any) on the Card, and (iv) all, or the appropriate portion, of the embossed account number on the Card matches with the corresponding digits printed on the Card and with the account number displayed and/or printed by a point-of-sale device reading the magnetic strip on the Card. (If a previously unsigned Card is signed at the time of a Card transaction, Customer will

review (and identify on the Sales Draft) a current, official government identification document (such as a driver's license or passport) bearing the Cardholder's signature). Customer will deliver at least one copy of the Sales Draft or agreement or Credit Voucher to the Cardholder.

4. **Your Payment Acceptance Guide; Card Organization Rules.** Customer acknowledges that it has received Your Payment Acceptance Guide (provided separately). Customer agrees to follow the procedures in Your Payment Acceptance Guide in connection with each Card transaction and to comply with all applicable Card Organization Rules. From time to time, Servicers may change Your Payment Acceptance Guide, in whole or in part, and other operating procedures, by providing Customer with at least thirty (30) days' prior written notice of the change. However, in the event of changes in the Card Organization Rules or due to security reasons, certain changes in Your Payment Acceptance Guide may become effective on shorter notice, but not less than thirty (30) days. If Customer loses or otherwise misplaces Your Payment Acceptance Guide or notices of changes thereto, Customer shall be responsible for contacting Servicers to obtain replacement copies.

5. **Authorization.**

- 5.1 Customer shall be responsible for obtaining Authorization in advance for each Card transaction. The Authorization number provided by Servicers shall be noted by Customer in the appropriate place on the Sales Draft. If Authorization is declined, Customer shall not complete the Card transaction.
- 5.2 Customer shall comply with any special authorization procedures contained in any other sections of this Bankcard Addendum, Your Payment Acceptance Guide, and the Card Organization Rules.
- 5.3 Customer acknowledges that Authorization, (i) indicates only the availability of credit at the time of Authorization; (ii) does not warrant that the person presenting the Card is the rightful Cardholder; and (iii) is not an unconditional promise or guarantee by Servicers that any Card transaction will not be subject to Chargeback.
- 5.4 Customer may, as permitted in this Bankcard Addendum and for an additional fee, obtain a voice authorization or manually enter the transaction, in the event that the POS Terminal is not operating properly. Servicers will provide Customer with an approval number for voice authorized transactions and Customer shall record such approval number on the Sales Draft.
- 5.5 Servicers shall have no obligation to process any transactions initiated with a Card type not selected by Customer and Servicers shall be entitled to decline such transactions without first attempting to obtain an authorization. In the event any such transaction is inadvertently not declined by Servicers and is authorized by a Card Issuer or Card Organization, Customer shall be subject to payment of Servicers' then-current transaction fees with respect to such transaction and related Card Organization Rules, as if the Card type initiating such transaction was selected by Customer.

6. **Telephone and Mail Orders.**

- 6.1 If Customer is authorized to accept telephone or mail orders, Authorization for each such Card transaction, regardless of the card amount, must be obtained and Customer must write "TO" (indicating telephone order), or "MO" (indicating mail order) as applicable, on the Sales Draft in lieu of the Cardholder's signature. Customer assumes all responsibility for identification of the Cardholder and the validity of the Card information for telephone and mail orders. For telephone and mail order Card transactions where merchandise is to be shipped or delivered

to or for the Cardholder, the shipping date shall not be more than seven (7) calendar days after the Authorization is obtained, and any shipping costs not included in the Authorization amount must not exceed fifteen percent (15%) of the amount authorized.

- 6.2 An installment payment option may be offered for telephone or mail order merchandise if all terms are clearly disclosed, each installment is authorized, the first installment is not submitted for settlement until the merchandise is shipped, and subsequent installments are submitted no more frequently than monthly.
- 6.3 Under no circumstances may Customer require that a Cardholder complete a postcard or other document which displays the Cardholder's account data in plain view when mailed.

7. Multiple Sales Drafts and Partial Consideration.

- 7.1 Except as shall be specifically set forth in Your Payment Acceptance Guide or the Card Organization Rules, Customer shall list all items of goods and services purchased during each Card transaction and the total amount thereof on a single Sales Draft.
- 7.2 Customer shall comply with all special procedures and conditions applicable under Your Payment Acceptance Guide and the Card Organization Rules with respect to any partial payment, installment payment, delayed delivery, or advance deposit situation and any delayed or amended charges for a travel and entertainment transaction. Customer shall not use more than one Sales Draft to represent a single Card transaction to avoid the need for Authorization.

8. Preauthorized Orders and Recurring Sales.

- 8.1 A Preauthorized Order or Recurring Sale may include the payment of recurring charges such as insurance premiums, subscriptions, membership fees, tuition or utility charges and may also include preauthorized health care payments (subject to the associated preauthorized payment schedule between the Cardholder and Customer).
- 8.2 If Customer is authorized to accept Preauthorized Orders or Recurring Sales, Authorization for each such Card transaction, regardless of the amount, must be obtained and Customer must write "Recurring Transaction" (for Visa and other non-Mastercard Card transaction) or "PO" (for Mastercard Card transactions) as applicable, on the Sales Draft in lieu of the Cardholder's signature.
- 8.3 Except for preauthorized health care payments for the incremental costs not covered by insurance, advance deposits and installment payments, all made in compliance with this Bankcard Addendum and Your Payment Acceptance Guide and Card Organization Rules, a Preauthorized Order or Recurring Sale may not include partial payments made to Customer for goods or services purchased in a single transaction. In no event may any finance charges be imposed on any periodic payments in connection with a Preauthorized Order or Recurring Sale.
- 8.4 Customer may not accept a Preauthorized Order or Recurring Sale from a Cardholder for the purchase of goods or services which are delivered or performed periodically unless the Cardholder completes and delivers to Customer a written request (and, when applicable, a written renewal request) identifying (i) the goods or services to be charged to the Cardholder's account, (ii) the amount of the preauthorized or recurring charges (unless such charges are for variable amounts), (iii) the frequency of the preauthorized or recurring charges and (iv) the duration of time for which the Cardholder's permission is granted. If Customer accepts any Preauthorized Orders or Recurring Sales for variable amounts, Customer must comply with the associated preauthorized payment schedule between the Cardholder and Customer.

- 8.5 The Cardholder's written request (including any written renewal request) must be (i) retained for the duration of the preauthorized or recurring charges; (ii) provided in response to a Card issuing bank's request for original documentation; and (iii) used no longer after receiving notice of cancellation.

9. Internet Processing. If Customer is authorized to accept and process internet transactions through Servicers, Customer also acknowledges that it must inform Servicers of its use of any processing software, third-party Internet payment gateway, shopping cart, Website host, or other service provider (collectively "Internet Service Providers"), that any Internet payment gateway must be approved by Servicers and that Customer is prohibited from transmitting any Cardholder transaction data to any Internet Service Providers (or any third party) with the approval of Servicers. If Customer accepts Internet transactions without such approval, Servicers may exercise any rights they may have to protect them from risk of loss. If authorized to accept payment by Internet, the Sales Draft shall be completed without the Cardholder's signature or an Imprint but shall include the Cardholder's name, billing address, Card number, expiration date, of the Card, a description of the merchandise or service and the date and amount of all charges. All Internet transactions will be settled by Servicers into a depository institution in the United States. Customer shall process Internet transactions only (a) if the Internet transactions have been encrypted by Servicers or by an Internet Service Provider acceptable to Servicers and (b) Cardholder data are protected by Customer as required by the then-current Card Organization Rules, PCI Data Security Standards requirements, or any other applicable regulations. Encryption is not a guarantee of payment to Customer. Customer acknowledges that Internet transactions may be authorized and settled through separate BIN/ICA numbers and interchanges and the Servicers may be unable to combine deposits of Internet transactions and non-Internet Credit Card or Debit Card transactions. Because the transactions processed via the Internet are higher risk, Customer may be charged higher fees which are set forth on Schedule A. Internet transactions are subjected to a higher incidence of chargebacks and, as with non-Internet transactions, receiving an authorization and following procedures will not relieve the Customer of liability associated with chargebacks and/or the fraudulent use of customer data obtained off of Customer's Websites. All communications costs related to Internet transactions are Customer's responsibility. Servicers will not manage the Internet telecommunication link which is also Customer's responsibility. Obtaining any license or sub-license of software required to permit Customer to process Internet transactions shall be Customer's responsibility, and if obtained from Servicers, subject to a separate agreement. Servicers do not guarantee that obtaining required approvals for Servicers or implementing suggested security measures will cause Customer's or any Internet Service Provider's security systems to be fully secure. Customer further acknowledges and agrees that Servicers are not responsible for the security of the Cardholder data or information stored on Customer's or any Internet Service Provider's computers, systems or Website(s) and that Servicers will not be responsible for any liability, fines, or penalties arising from the use, storage, or dissemination of Cardholder data in Customer's possession.

10. Cardholder Refunds and Credits.

- 10.1 If a Cardholder returns goods or cancels services purchased from Customer with a Card, or Customer allows any other price adjustment after a sale has been completed and a refund or adjustment is due to the Cardholder (other than any involuntary refund required by applicable airline or other tariff or by law), Customer will not return cash to the Cardholder but will instead prepare a Credit Voucher and process each such refund or adjustment, as specified in Your Payment Acceptance Guide and Card Organization Rules. Customer will give the Cardholder a copy of the completed Credit Voucher.

- 10.2 If Customer establishes a policy limiting refunds or acceptance of returned merchandise (e.g., no refund, exchange only, in-store credit only, or special conditions), Customer must follow the procedures regarding refunds and returned merchandise as set forth in the Card Organization Rules including, without limitation, the proper disclosure of such policy on all copies of each Sales Draft in letters at least ¼" high in close proximity to the space provided for the Cardholder's signature.
- 10.3 Customer will not accept money from a Cardholder for the purpose of preparing and depositing a Credit Voucher that will affect a deposit to the Cardholder's account. Customer must not process a Credit Voucher without having completed a previous Card transaction with the same Cardholder (or with a Cardholder who purchased a gift returned by the recipient). Under no circumstances may Customer require a Cardholder to waive the Cardholder's right to dispute a Card transaction with the Card issuing bank.

11. Presentment of Card Transactions.

- 11.1 Customer shall electronically or physically deliver to Servicers Sales Drafts for all Card transactions to be processed and settled hereunder.
- 11.2 Customer will not submit any Sales Draft that was not created in conjunction with a Card transaction between Customer and the applicable Cardholder. Under no circumstances will Customer submit any Sales Draft that has been previously charged back by the Cardholder and subsequently returned to Customer.

12. Settlement of Card Transactions.

- 12.1 Servicers will only be required to settle Customer's Card transactions for Cards as specified in this Section 12. After presentment of Sales Drafts pursuant to Section 11, above, Servicers will initiate a transfer via Automated Clearing House ("ACH") of the applicable settlement funds to Customer. After Servicers receive payment of settlement funds through ACH, Servicers will initiate a transfer of such applicable settlement funds through ACH to Customer's Settlement Account, usually on the same or next banking day. Customer agrees that Servicers may credit Customer's Settlement Account, usually on the same or next banking day.
- 12.2 All credits to Customer's Settlement Account or other payments to Customer are provisional and are subject to Servicers' final audit and trailing amounts due from Customer for returns, refunds, Chargebacks, Servicers' fees (based on Schedule A), Third-party Fees, other amounts payable to Third Parties pursuant to instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules or this MSA.
- 12.3 Servicers will deduct any amounts due from Customer for returns, refunds, Chargebacks, Servicers' fees (based on Schedule A), Third-party Fees, other amounts payable to Third Parties pursuant to instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules or this MSA. Customer agrees that Servicers may debit Customer's Settlement Account as described in this Section 12.3 and as described in Section 12.2 in connection with Servicers' final audit and trailing amounts due from Customer.
- 12.4 Servicers will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, including but not limited to delay or error in clearing or processing a transaction through the ACH Network or Federal Reserve system, or delays caused by any Card Organization or Customer's financial institution. In addition to any other remedies available to Servicers under this Bankcard Addendum, Customer agrees that should any of the events set forth in Section 21.3 occur, Servicers may, upon at least 24 hours' advance written notice,

change processing or payment terms to suspend credits or other payments of any and all funds, money and amounts now due or hereafter to become due to Customer from Servicers pursuant to the terms of this Bankcard Addendum, until Servicers have had reasonable opportunity to investigate and discuss such event with Customer. In cases of fraud or similar cause, no prior notice shall be required, but Servicers shall notify Customer in writing within three (3) business days after effectuating a suspension of credits or other payments, which notice shall state Servicers' reason for the belief that such fraud or similar cause exists.

13. Fees; Adjustments; Collection of Amounts Due.

- 13.1 On a monthly basis, Customer will be charged, and Customer will pay (via a monthly invoice statement) Servicers' fees (based on Schedule B-7 – Pricing Proposal) and Third-party Fees attributable to Customer's Card transactions. Customer acknowledges that some of the fees referenced in Schedule B-7 – Pricing Proposal are based upon the qualification of Customer's transactions for certain reduced interchange fees as set by the applicable Card Organization.
- 13.2 The fees for Services set forth in Schedule A, are based upon assumptions associated with the anticipated annual volume, average transaction size and Customer's method of doing business. If the actual volume or average transaction size is not as expected or if Customer significantly alters its method of doing business, Servicers may adjust its Transaction Fees with prior notice.
- 13.3 The fees for Services set forth in Schedule A may be adjusted to reflect increases or decreases by Card Organizations in interchange, assessment or other Card Organization fees or to pass through increases charged by third parties for on-line communications and similar items. All such adjustments shall be Customer's responsibility to pay and shall become effective upon the date any such change is implemented by the applicable Card Organization or other third party. Customer shall at all times be responsible for, payment of all fees and charges set forth in Schedule A (including increases, additions, or modifications made thereto)..
- 13.4 Reserved.
- 13.5 If Customer's Chargeback Percentage for any line of business exceeds the estimated industry chargeback percentage, Customer shall, in addition to the regular Chargeback fees due to Servicers and any applicable Chargeback or Third-party Fees, pay Servicers the excessive Chargeback fee shown on Schedule A for all Chargebacks occurring in such month in such line(s) of business. Each estimated industry chargeback percentage is subject to change from time to time by Servicers in order to reflect changes in the industry chargeback percentage reported by Visas or Mastercard.
- 13.6 If Customer believes any adjustments should be made with respect to Customer's Settlement Account for any amounts due to or due from Servicers, Customer shall notify Servicers (at the addresses set forth in Sections 26.2 and 27, respectively) in writing within forty-five (45) days after any debit or credit is or should have been effected. If Customer notifies Servicers after such time period, Servicers may, in their discretion, assist Customer, at Customer's expense, in investigating whether any adjustments are appropriate and whether any amounts are due to or from Servicers, but Servicers shall not have any obligation to investigate or effect any such adjustments. Any voluntary efforts by Servicers to assist Customer in investigating such matters shall not create an obligation to continue such investigation or assist with any investigation in response to any future notices of possible adjustments that are not timely submitted.

14. Chargebacks.

14.1 Customer shall be responsible for all Chargeback amounts relating to Card transactions settled by Servicers where including, but not limited to:

- (i) merchandise is returned and a proper credit for Cardholder is not received by Servicers for processing;
- (ii) the Sales Draft is, or is alleged to have been, executed, accepted, endorsed, completed or assigned improperly without authority or not in accordance with the Authorization requirements or provisions of this Bankcard Addendum;
- (iii) regardless of any Authorization obtained (including without limitation, telephone and mail order transactions), Customer completed a transaction when the Cardholder did not sign the Sales Draft;
- (iv) the signature on the draft was unauthorized as compared to the signature appearing on the Card, the signature panel on the Card was blank, or a limited purpose business purchasing card was accepted without appropriate authorization of the nature of the goods or services purchased (in addition to Authorization of the transaction amount);
- (v) the Sales Draft is incorrectly completed, incomplete or illegible;
- (vi) the Cardholder disputes the sale, quality or delivery (or availability for pre-arranged pick-up) of merchandise or the performance of quality of service covered by the Sales Draft or agreement accepted by such Cardholder;
- (vii) the circumstances in which the Sales Draft was created or submitted by, or credit was received by Customer constituted or otherwise involved a breach of any term, condition, representation, warranty or duty of Customer hereunder;
- (viii) multiple Sales Drafts were executed to avoid the need to obtain authorization necessary to complete the transaction;
- (ix) the extension of credit for merchandise sold or rented or services performed was in violation of law or the rules or regulations or any governmental agency, whether federal, state, local or otherwise;
- (x) a legible copy of the Sales Draft or Credit Voucher cannot be produced by Customer within ten (10) days of Servicers' request (except to the extent Servicers are responsible pursuant to Paragraph 16.1);
- (xi) the Cardholder asserts any claim or defense which the Cardholder has as a consumer of goods or services;
- (xii) the Cardholder disputes the validity of a telephone or mail order Card transaction;
- (xiii) the Card transaction is otherwise subject to Chargeback by the Card issuing bank or Cardholder in accordance with Card Organization Rules or applicable law; or
- (xiv) the Card transaction is subject to Chargeback in accordance with the procedures set forth in Your Payment Acceptance Guide.

14.2 Customer shall reimburse Servicers for any Chargebacks or return items resulting from Customer's failure to produce a Card transaction record requested by Servicers within the applicable time limits.

15. Representations; Warranties.

15.1 Without limiting any other warranties hereunder, Customer represents and warrants as to each Card transaction submitted by Customer under this Bankcard Addendum that:

- (i) the card transaction represents a bona fide sale/rental of merchandise or services not previously submitted;

- (ii) the Card transaction represents an obligation of the Cardholder for the amount of the Card transaction;
 - (iii) the amount charged for the Card transaction is not subject to any dispute, setoff, or counterclaim;
 - (iv) the Card transaction amount is only for the merchandise or services (including taxes, but without any surcharge) sold or rented and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Bankcard Addendum, the merchandise or service was actually delivered to or performed for the person entering into the Card transaction simultaneously upon Customer's accepting and submitting the Card transaction for processing;
 - (v) the Card transaction does not represent the refinancing of an existing obligation of the Cardholder (including any obligation otherwise owed to Customer by a Cardholder or arising from the dishonor of a personal check);
 - (vi) Customer has no knowledge or notice of any fact, circumstances or defense which would indicate that the Card transaction was fraudulent or not authorized by the Cardholder or which would otherwise impair the validity or collectability of the Cardholder's obligation arising from such Card transaction or relieve the Cardholder from liability with respect thereto;
 - (vii) the Card transaction submitted to Servicers was entered into by Customer and the Cardholder; and
 - (viii) the Card transaction was made in accordance with the terms of this Bankcard Addendum, Card Organization Rules and Your Payment Acceptance Guide.
- 15.2 Servicers represent and warrant that: Servicers will provide the services in accordance with the then current applicable Card Organization Rules.

16. Retention of Records.

- 16.1 If Schedule A provides that Provider shall prepare and retain images (on microfilm or otherwise) of Customer's paper Sales Drafts and Credit Vouchers, Customer shall deliver to Provider the originals or copies of Customer's Sales Draft and Credit Voucher in suitable form for imaging no later than seven (7) calendar days from the date of the transaction; provided, however, that Customer shall retain legible copies of Sales Drafts and Credit Vouchers for at least six (6) months following the date of each such transaction. If Schedule A provides that Provider shall capture and store data reflecting Card transactions electronically transmitted to Provider, Customer shall transmit to Provider all data required to be included on Sales Drafts and Credit Vouchers (or Customer shall be responsible for any deficiencies in the data transmitted).
- 16.2 If Schedule A provides that Customer shall retain images (on microfilm or otherwise) or legible copies of Customer's Sales Drafts and Credit Vouchers, Customer shall retain legible copies of Sales Drafts and Credit Vouchers for a period of at least eighteen (18) months from the date of each such transaction. Customer shall submit to Servicers a legible copy of a Sales Draft or Credit Voucher within five (5) days of a request by Servicers.
- 16.3 Unless Schedule A provides that Provider is responsible for retaining records of Customer's Card transaction data and Customer has actually delivered to Provider the applicable Card transaction data containing all required information in legible and suitable form for imaging or electronic capture and storage (as applicable), Customer shall be responsible for the retrieval of all Sales Drafts and Credit Vouchers requested by Servicers within the shortest time limits established by the Card Organization Rules, as specified in Your Payment Acceptance Guide,

this Bankcard Addendum, or other notice from Servicers. Customer shall not be relieved of its responsibility under the preceding sentence for any deficiencies in Card transaction data transmitted or otherwise delivered to Servicers, even though Provider may agree to capture or produce images of, store and retrieve any such incomplete data on Customer's behalf.

17. **Cash Payments by and Cash Disbursements to Cardholders.** Customer shall not accept any direct payments from Cardholders for charges of merchandise or services which have been included on a Sales Draft, it being the right of the Card issuing bank to receive such payments. Taxes on Card transactions must be included in the amount charged and may not be collected by Customer in cash. Customer shall not make any cash disbursements to a Cardholder as part of a Card transaction except to the extent expressly authorized by one or more of Schedule A, Your Payment Acceptance Guide or the Card Organization Rules.

18. **Confidentiality.**

- 18.1 Unless Customer obtains consents from each applicable Card Organization, Servicers, Card issuing bank and Cardholder, Customer shall not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any chargebacks, Retrieval Requests or similar issues involving Card transactions, other than pursuant to Georgia Open Records Act, O.C.G.A. § 50-18-70, et. seq., a court or government agency request, subpoena, or order. Customer shall use proper controls for and shall limit access to, and shall render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. Customer must not retain or store Magnetic Stripe data after a transaction has been authorized. If Customer stores any electronically captured signature of a Cardholder, Customer shall not reproduce such signature except upon specific request of Servicers.
- 18.2 Customer acknowledges that it obtains no ownership rights in any information relating to and derived from Card transactions. Cardholder account numbers, personal information and other Card transaction information, including any databases containing such information, may not be sold or disclosed to a third party as an asset upon a bankruptcy, insolvency or failure of Customer's business. Upon a bankruptcy, insolvency, or failure of Customer's business all Card transactions information must be returned to Servicers or acceptable proof of the destruction of all Card transaction information must be provided to Servicers.
- 18.3 In the event of termination or expiration of this Bankcard Addendum for any reason, upon request: (i) Servicers shall promptly return to Customer or destroy (as directed by Customer) any Customer Confidential Information in Servicer's possession; and (ii) Customer shall promptly return to Servicers or destroy (as directed by Servicers) any Servicers Confidential Information in Customer's possession.

19. **Supplies; Advertising.** At Customer's option and at charges specified from time to time by Servicers, Servicers may furnish Customer with operational supplies such as the forms of sales drafts, credit vouchers and Card Organization decals (excluding any supplies for terminals or other equipment, which shall be Customer's responsibility). Customer shall display Visa, Mastercard and, if applicable, other Card Organization decals and program marks on promotional materials furnished by Servicers, as required by Card Organization Rules, but shall not indicate that Visa, Mastercard or any other Card Organization endorses Customer's goods or services and shall not continue using such materials after termination of this Bankcard Addendum.

20. Assignment.

- 20.1 Any transfer or assignment of this Bankcard Addendum by Customer without Servicers' prior written consent is voidable at Servicer's sole discretion, unless such assignment is the result of an act of the Georgia General Assembly. In the event of such transfer or assignment, the party to whom the Bankcard Addendum was transferred or assigned shall be bound to the terms and conditions of this Bankcard Addendum to the same extent as if Servicers and such assignee or transferee, as the case may be, entered into an agreement identical to this Bankcard Addendum on the effective date of such transfer or assignment. For purposes of this Bankcard Addendum, any transfer of voting control of Customer or its parent shall be considered an assignment or transfer hereof.
- 20.2 Notwithstanding anything to the contrary in Section 11 of the MSA, upon notice and consent of Customer, another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Bankcard Addendum is performed. Upon substitution, such other Visa and Mastercard member shall be responsible for all obligations required of Bank, including without limitation, as may be expressly required by applicable Card Organization Rules. Subject to the Card Organization Rules, Servicers may assign or transfer this Bankcard Addendum and their rights and obligations hereunder and may delegate their duties hereunder, in whole or in part, to any third party, in connection with a change in sponsorship, as set forth in the preceding sentence, with the notice and consent of Customer.
- 20.3 Except as provided in the following sentence, this Bankcard Addendum shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Bankcard Addendum.

21. Term; Events of Default.

- 21.1 This Bankcard Addendum and the applicable Schedules shall become effective upon the date this Bankcard Addendum and the applicable Schedules are signed by Bank.
 - 21.2 The initial term and any subsequent terms of this Bankcard Addendum shall commence and shall continue in force as described in the MSA.
 - 21.3 If any of the following events shall occur (each an "Event of Default"):
- (i) (a) a material adverse change in the financial condition of Customer, or (b) a material adverse change in Customer's business procedures or procedures regarding Card acceptance, or (c) a material adverse change in the products or services sold by Customer; or
 - (ii) any assignment or transfer of voting control of Customer or its parent; or
 - (iii) a sale of all or a substantial portion of Customer's assets; or
 - (iv) irregular Card sales submitted by Customer, fraudulent or suspected fraudulent Card sales submitted by Customer excessive Chargebacks, or any other circumstances which, in Servicers' sole reasonable discretion, may increase Servicers' exposure for Customer's chargebacks or otherwise presents a financial or security risk to Servicers; or
 - (v) any representation or warranty of either party in this Bankcard Addendum is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; or

- (vi) either party shall default in any material respect in the performance or observance of any term, covenant, condition, or agreement contained in this Bankcard Addendum or the Data Security requirements as detailed in Section 25; or
 - (vii) Customer shall default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any affiliates of Servicers, including, but not limited to, any agreement governing check guarantee or check verification services; or
 - (viii) Customer shall default in the payment when due, whether upon maturity or otherwise, of any material indebtedness for borrowed money or any material trade payable; or
 - (ix) Reserved; or
 - (x) a case or other proceeding shall be commenced against Customer, in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of Customer, or of all or any substantial part of the assets, domestic or foreign, of Customer, and such case or proceeding shall continue undismissed or unstayed for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding against Customer (including, but not limited to, an order for relief under the Bankruptcy Code) shall be entered; or
 - (xi) the independent certified accountants retained by Customer shall refuse to deliver an unqualified opinion with respect to the annual financial statements of Customer and its consolidated subsidiaries; then, upon the occurrence of (1) an Event of Default specified in subparagraphs (iv), (vi), (ix) or (x) above, the non-defaulting party may consider this Bankcard Addendum to be terminated immediately, upon notice, and all amounts payable hereunder by Customer to Servicers shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by Customer, and (2) any other Event of Default, this Bankcard Addendum may be terminated by the non-defaulting party by giving not less than ten (10) days' notice to the defaulting party, and upon such notice, all amounts payable hereunder by Customer to Servicers shall be due and payable on demand.
- 21.4 Neither the expiration nor termination of this Bankcard Addendum shall terminate the obligations and rights of the parties pursuant to provisions of this Bankcard Addendum which by their terms are intended to survive or be perpetual or irrevocable and such provisions shall survive the expiration or termination of this Bankcard Addendum.
- 21.5 If any Event of Default shall have occurred and be continuing, either party may, in their sole discretion, exercise all of their rights and remedies under applicable law.
- 21.6 The Bankcard Addendum also may be terminated by Servicers prior to the then-current expiration date upon at least ninety (90) days' advance written notice, if Customer's Card transactions fail to conform to the volume or average transaction size representations as set forth in Schedule A.
- 21.7 This Bankcard Addendum also may be terminated by Servicers without notice or penalty, if in their sole discretion, such termination is necessary for Servicers to comply with their obligations under any applicable law, rule or regulation including, but not limited to, the Officer of Foreign Assets Control ("OFAC") Regulations and Card Organization Rules. Servicers' termination of this Bankcard Addendum pursuant to this Section 21.7 shall not be deemed a breach of contract by Servicers.
- 21.8 If this Bankcard Addendum is terminated for cause, Customer acknowledges that Servicers may be required to report Customer's business name and the names and other identification

of its principals to the Combined Terminated Merchant File maintained by Visa and Mastercard. Customer expressly agrees and consents to such reporting in the event Customer is terminated as a result of the occurrence of an Event of Default or for any reason specified as caused by Visa or Mastercard.

21.9 The provisions governing processing and settlement of Card transactions, all related adjustments, fees and other amounts due from Customer and the resolution of any related chargebacks, disputes or other issues involving Card transactions will continue to apply even after termination of this Bankcard Addendum, until all Card transactions made prior to such termination are settled or resolved. In addition, the provisions of Sections 13 through 18, inclusive 20, 22, 24 and 25, and Subsections 21.7, 21.9, 26.2 and 26.3, all in this Bankcard Addendum, shall survive any termination. Upon termination of this Bankcard Addendum, Customer agrees to send Servicers all the data related to Card transactions conducted prior to the date of termination as soon as commercially reasonable.

21.10 After termination of this Bankcard Addendum for any reason whatsoever, Customer shall continue to bear total responsibility for all Chargebacks, fees, credits and adjustments resulting from Card transactions processed pursuant to this Bankcard Addendum and all other amounts then due or which thereafter may become due to Servicers under this Bankcard Addendum or which may be due to Servicers before or after such termination to either Servicers or any of Servicers' Affiliates for any related equipment or related services.

22. **Reserve Account; Security Interest.** Reserved.

23. **Responsibility.** Customer shall, to the extent provided by state law, be responsible for its performance and the performance of its officers and employees related to this Bankcard Addendum, and does not request that Servicer assume liability for the performance of Customer and/or its officers and employees under hereunder. As a matter of state law, Customer is subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, remain one of Servicer's available remedies if it believes it has suffered any losses as a result of Customer's breach of this Bankcard Addendum and accepts liabilities raised under such laws.

24. **Liquidated Damages.** Reserved.

25. **Data Security.**

25.1 Per the terms of this Bankcard Addendum, Customer is required to follow Your Payment Acceptance Guide and Customer and Servicers will comply with applicable Card Organization Rules as they may each be amended from time to time. The Card Organization may impose different compliance requirements on different types and levels of customers. The Card Organization may impose restrictions, fines, or prohibit Customer from participating in Card Organization programs if it is determined Customer is non-compliant with such programs. Customer understands that it must be in compliance with applicable data security regulations for its type or level of customers as defined by the Card Organizations security procedures as well as comply with general security procedures. Servicers will endeavor to provide Customer with amended operating procedures outlining the various Card Organization requirements with regard to Data Security, and other matters, pursuant to the terms of the Bankcard Addendum, however, Customer understands and acknowledges that it is solely the responsibility of Customer to maintain compliance with all applicable Card Organization PCI

Data Security Standards procedures and regulations, and to pay any and all fines, assessments and other liabilities levied against Customer by the applicable Card Organization for its non-compliance, if Servicers provided Customer the amended operating procedures as described herein.

- 25.2 Customer also understands and acknowledges that Servicers are not responsible for the compliance of any and all third parties (including but not limited to Internet Service Providers) that are granted access by Customer to Cardholder data, and for any third-party POS VAR software that Customer may use. Customer further acknowledges that it is Customer's responsibility to inform Servicers of any of Customer's third-party providers that are given access by Customer to Cardholder data. Customer also acknowledges that it is Customer's duty to notify Servicers of any data security compromise and to cooperate and assist Servicers in any subsequent investigation.
- 25.3 Servicers may in their sole discretion, suspend or terminate card processing services under the Bankcard Addendum for any data security compromise.

26. Miscellaneous.

- 26.1 If Customer requests Servicers to perform or provide any system enhancements, custom reports, or related service enhancements that are different from or in addition to the system, services and reports Servicers otherwise agree to provide to Customer (collectively, "System Enhancements"), Servicers will use reasonable efforts to provide such System Enhancements if Customer pays Servicers the additional fees charged by Servicers for such System Enhancements. Following receipt of any request for System Enhancements and prior to providing the requested System Enhancements, Servicers shall provide Customer with a description of the System Enhancements to be made, together with an estimate of Servicers' fee for providing such System Enhancements. If Customer thereafter instructs Servicers in writing to make such System Enhancements, Servicers shall do so, and Customer shall pay the additional fees charged by Servicers for such System Enhancements.
- 26.2 Any notice to Bank shall be sent to Bank at Truist Merchant Services P.O. Box 200 Wilson, NC 27894 Attn.: Merchant Services Division Manager. Notices to Provider or Customer shall be in the same manner provided under the MSA.
- 26.3 This Bankcard Addendum, along with the MSA and any Schedules constitutes the entire agreement between the parties with respect to the subject matter.
- 26.4 The parties acknowledge that the Visa and Mastercard Card Organization Rules give Visa and Mastercard certain rights to require termination or modification of this Bankcard Addendum with respect to transactions involving Visa and Mastercard Cards and the Visa and Mastercard Card system and to investigate Customer. The parties also acknowledge that issuers of other Cards, for which Provider performs services on behalf of Customer, may have similar rights under their applicable Card Organization Rules with respect to this Bankcard Addendum's applicability to transactions involving such other Cards.
- 26.5 Customer acknowledges and agrees that any of information obtained by Servicers may be shared with Servicers' Affiliates, on a need-to-know basis, in connection with the provision of other services provided to Customer by Servicers, as long as the Affiliates are under obligation to treat such information with the same degree of care as required of Servicers under this Addendum or the MSA.

27. Visa and Mastercard Disclosure;

Member Bank Information: Truist Bank, successor in interest to SunTrust Bank

The Bank's mailing address is Truist Merchant Services P.O. Box 200 Wilson, NC 27894 Attn.: Merchant Services Division Manager Customer Support Number: 1-800-432-7628.

Important Member Bank Responsibilities

- (a) The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to Customer.
- (b) The Bank must be a principal (signer) to the Merchant Bankcard Addendum.
- (c) The Bank is responsible for educating Customer on pertinent Visa and Mastercard Rules with which Customer must comply; but this information may be provided to Customer by Provider.
- (d) The Bank is responsible for and must provide settlement funds to the Customer in accordance with the terms of the Bankcard Addendum.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Customer Responsibilities

- (a) Ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and Chargebacks below Card Organization thresholds.
- (c) Review and understand the terms of the Bankcard Addendum.
- (d) Comply with Card Organization Rules.

THE PARTIES HERETO HAVE CAUSED THIS BANKCARD ADDENDUM TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS. THIS BANKCARD ADDENDUM IS NOT BINDING UPON SERVICERS UNTIL SIGNED BY SERVICERS.

OST: Georgia Office of the State Treasurer as authorized by and on behalf of Customer

By: _____

Name: Steven N. McCoy

Title: State Treasurer

Address: 200 Piedmont Ave SE
Atlanta, GA 30334

Truist Bank, ("Bank" or "Provider")

E-SIGNED by Lisa Orman

on 2024-07-24 11:36:44 EDT

By: _____

Name: Lisa Orman

Title: Product Management Leader

ANNEX

As used in the MSA, Bankcard Addendum or any Schedule hereto, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Acquirer: (i) Bank for Visa or Mastercard Credit Card and Signature Debit Card transactions, or (ii) Provider for Discover Network transactions that acquirement Card transactions from Customer.

Address Verification: A service provided through which the merchant verifies the Cardholder's address, in whole or in part. Primarily used by Mail/Telephone/Internet order merchants, Address verification is intended to deter fraudulent transactions. However, it is not a guarantee that a transaction is valid.

Affiliate: is an entity that, directly or indirectly, (i) owns or controls a party to this agreement or (ii) is under common ownership or control with a party to this agreement.

Authorization: Approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only the availability of the Cardholder's credit limit or funds at the time the Authorization is requested.

Authorized Center: A department that electronically communicates a merchant's request for Authorization on Credit Card transactions to the Cardholder's bank and transmits such Authorization to the merchant via electronic equipment or by voice Authorization.

Bankruptcy Code: Title 11 of the United States Code, as amended from time to time.

Business Day: Monday through Friday, excluding Bank holidays.

Card: See either Credit Card or Debit Card.

Cardholder: Means the individual, entity, or association whose name is embossed on a Card and any authorized user of such Card.

Card Organization: Any entity that is (i) formed to administer and promote Credit Cards and/or Debit Cards, and (ii) supported by Provider.

Card Organization Rules: The rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: A Card transaction (or disputed portion) that is returned to us by the Issuer. Customer is responsible for payment to Servicers for all Chargebacks.

Chargeback Percentage: Monthly percentage calculated by dividing Customer's total monthly Visa and Mastercard Chargeback items by the number of Customer's total monthly Visa and Mastercard transactions.

Credit: A refund or price adjustment given for a previous purchase transaction.

Credit Card: An account that (i) may be presented in various form factors (including, but not limited to, mobile devices, cards, fobs, or tags), (ii) bears the Mark of a Card Organization, and (iii) enables the Cardholder to buy goods or services on credit.

Credit Voucher: The evidence of a refund or price adjustment by Customer to a Cardholder's Card account in connection with a prior purchase by such Cardholder using a Card, regardless of whether the form of such evidence is in paper, electronic, or otherwise.

Debit Cards: PIN Debit Cards and Signature Debit Cards.

Discount Rate: A percentage rate and/or other amount charged to a merchant for processing its qualifying daily credit and/or debit transactions.

Imprinter: A manual or electric machine used to physically imprint the merchant's name and ID number as well as the Cardholder's name and Card number on Sales Drafts.

Issuer: The financial institution or Card Organization that has issued a Card to a person.

Magnetic Stripe: A stripe of magnetic information affixed to the back of a plastic Credit Card or Debit Card that contains essential Cardholder and account information.

Marks: names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Merchant Account Number (Merchant Number): A number that numerically identifies each merchant location, outlet, or line of business to Provider for accounting and billing purposes.

N/A: If "n/a" is used when referring to a fee or a selection in Schedule A, "n/a" means that the service relating to the fee or the selection is not being provided. Generally meaning "not applicable".

PIN: A personal identification number entered by the Cardholder to authenticate a PIN debit transaction.

PIN Debit Card: A card or other payment form (including, but not limited to, mobile devices, fobs, or tags) that (i) bears the Marks of PIN debit networks, (ii) enables the Cardholder to buy goods or services by debiting the Cardholder's demand deposit account or stored value/prepaid account, and (iii) is authenticated either with a PIN or, under applicable Card Associate Rules, without a PIN for qualifying transactions.

Point of Sale (POS) Terminal: A device placed in a merchant location which is connected to Provider's system via telephone lines or otherwise and is designed to authorize, record and transmit settlement data by electronic means for all sales transactions with Provider.

Preauthorized Order: A Cardholder's written authorization to make one or more future charges to such Cardholder's Mastercard Card account.

Recurring Sale: A Cardholder's written authorization to make one or more future charges to such Cardholder's Visa or other non-Mastercard Card account.

Retrieval Request/Transaction Documentation Request: A request for documentation related to a Card transaction such as a copy of a Sales Draft or other transaction source documents.

Sales Draft: Evidence of a purchase, rental or lease of goods or services by a Cardholder from, and other payments to, Customer using a Card, including preauthorized orders, and recurring transactions (unless the context requires otherwise); regardless of whether the form of such evidence is in paper or electronic form or otherwise, all of which must conform to Card Organization Rules and applicable law.

Schedules: The attachments, addenda, and other documents, including revisions thereto, which may be incorporated into and made part of this Bankcard Addendum concurrently with or after the date of this Bankcard Addendum.

Services: The activities undertaken by Bank, , and/or Provider, as applicable, to authorize, process and settle all United States Dollar denominated Visa, Mastercard, and Discover Network transactions undertaken by Cardholders at Customer's location(s) in the United States, and all other activities necessary for Provider to perform the functions required by this Bankcard Addendum for Discover Network and all other Cards covered by this Bankcard Addendum.

Servicers: Unless otherwise indicated in a Schedule: (i) for Visa and Mastercard Credit Card transactions and for Visa and Mastercard Signature Debit Card transactions, "Servicers" means Bank and Provider collectively (with the words "we", "us", and "our" referring to Bank and Provider) and (ii) for all other Card transactions, "Servicer" means Provider only (with the words "we", "us", and "our" referring to Provider only).

Settlement Account: An account at a financial institution designated by Customer as the account to be debited and credited by Provider Bank for Customer's Credit Card or Debit Card transactions, Servicers' fees, Third-party Fees, and other amounts due under or in connection with the Bankcard Addendum, including returns, refunds, adjustments, Chargebacks, other amounts payable to Third Parties under instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules, the MSA, or the Bankcard Addendum.

Signature Debit Card: A card or other payment form (including, but not limited to, mobile devices, fobs, or tags) that (i) bears the Marks of signature debit networks, (ii) enables the Cardholder to buy goods or services by debiting the Cardholder's demand deposit account or stored value/prepaid account, and (iii) is authenticated without a PIN.

Third Party: Any person, entity, or association other than Servicers or Customer, including but not limited to Card Organizations, card-issuing organizations, telecommunications providers, delivery service providers/couriers, gateways, Customer's software providers/integrators or other service providers, and federal, state, or local governmental authorities. Star Networks, Inc. is a Third Party.

Third-Party Fees: Fees, charges, liabilities, or obligations imposed at any time by a Third Party (i) in connection with Customer's Credit Card or Debit Card transactions or (ii) as a result of Customer's acts or omissions. Third-party Fees including but are not limited to: interchange; Card Organization assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including, but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

Transaction Fees: Service costs charged to a merchant on a per transaction basis.

Schedule A
Bankcard Addendum to Master Services Agreement

Fee Schedule

Unless otherwise indicated below, Customer will be charged, and will pay (as described in Section 12 of the Bankcard Addendum), all fees, charges, obligations, and other amounts described or referenced in this Schedule A (including Third-party Fees) on a daily basis.

1. TRANSACTION FEES FOR CREDIT TRANSACTIONS:

(a) The fees below are based on:

- (i) an annual Visa/Mastercard volume of \$975,052,723; and
- (ii) an average ticket value (all Card types) of \$60.00.

See B-7 – Pricing Proposal attached.

- (b) Each foreign Credit Card transaction submitted by Customer will be subject to a 0.2% international transaction handling fee.
- (c) The fees in this Section may be adjusted with notice to reflect increases or decreases in applicable sales or telecommunication taxes as levied by federal, state, or local authorities.
- (d) Supplies are provided at Provider's then-current price, plus a minimum supplies handling fee of \$20.00 per shipment.
- (e) Customer shall be responsible for payment of all shipping costs associated with any equipment purchased/leased from Servicers or maintained by Servicers hereunder.
- (f) Customer will pay Provider for all Third-party Fees incurred in connection with the Services provided to Customer.

2. INTERCHANGE, ASSESSMENTS, AND CARD ORGANIZATION FEES:

The Card Organizations impose certain fees and charges on Customer's transactions, some or all of which are charged to Provider as the processor for Customer's transactions. In addition to the fees referenced in Section 1 and Section 3, Customer will pay Provider for all fees, charges, and obligations imposed by the Card Organizations in connection with Customer's transactions (including but not limited to interchange); assessments against Customer (including but not limited to dues, issuer reimbursement, fines, penalties, and fraud recovery losses); access fees, switch fees, and other fees established by the Card Organizations; adjustments; and Chargebacks.

Interchange (Visa, Mastercard, and Other Card Organizations)	Pass-through	per transaction
Assessments (Visa, Mastercard, and Other Card Organizations)	Pass-through	per transaction
Fees Established by Visa, Mastercard, and Other Card Organizations	Pass-through	per transaction
Adjustments/Chargebacks	Pass-through	each

3. **ADDITIONAL FEES:**

See B-7 – Pricing Proposal attached

4. **OTHER SERVICES:**

- A. Services for the transaction types selected below are provided by Provider, and the fees and charges for these Services are set forth in Sections 1 through 3 of this Schedule A.

☐ None Enabled ☐ American Express* ☐ Discover Authorization Only*
☐ JCB* ☐ Diners Club* ☐ Voyager**
☐ Wright Express* ☐ Fleet*

The Card Organizations selected above are collectively referred to as (“Issuer”) in this Section 4.

*Card processing services for these transaction types may be subject to a separate agreement.

**Servicers will settle Voyager transactions directly to merchants. The other Card Organizations selected above will settle the transactions of those Card Organizations.

General. In the event Customer has a separate Issuer agreement with a respective Issuer, all Chargeback and financial obligations including but not limited to fees and issues related thereto shall be governed by the terms of such Issuer agreement. Notwithstanding the foregoing, in the event Provider is providing settlement services for Diners Club and/or JCB transactions Provider shall be responsible for providing such services pursuant to the terms of the Bankcard Addendum. Customer shall comply with all terms and conditions of the Issuer agreement and the applicable rules, regulations, interpretations, and other requirements of the respective Issuer and shall not seek authorization for or submit for processing or settlement hereunder any Issuer Card transactions at any time when Customer does not have in effect a valid Issuer agreement with such Issuer. Customer agrees to notify Provider immediately upon the termination of any Issuer agreement to which it is a party. Upon such termination, Provider shall have no further obligations hereunder to provide any services to Customer with respect to any transactions involving such Issuer Cards.

In the event Customer does not have a separate Issuer agreement with a respective Issuer, the Issuer Card services to be provided hereunder shall be in accordance with the terms herein and the Bankcard Addendum.

Issuer Consents. Customer shall be responsible for obtaining any operational consents required of Issuer to comply with procedures or practices contemplated by both Customer and Provider under this Bankcard Addendum. Provider does not warrant or bear responsibility for the performance of any Issuer in any way.

Authorization Services Only. For each of the networks selected above, Provider is providing authorization services only for Issuer Card transactions as specified herein, and Customer shall seek such authorization through Provider. Provider will submit the settlement file to the applicable Issuer on behalf of Customer. For any network not selected above, Provider is not providing processing services for Issuer Card transactions, and Customer shall be responsible for processing and submitting directly to the applicable Issuer for settlement of such Card transactions, if Customer accepts such networks' Cards.

Processing and Submission to Issuers. In the event Provider is providing processing services for Issuer Card transactions as specified herein, Customer shall submit to Provider for processing all of Customer's Issuer Card transactions and Provider shall process such transactions and transmit them electronically to the applicable Issuer with a summary of such Card transactions.

- B. **Discover® Network/Full-Service Program:** Services for Discover® Network/Full-Service Program are provided by Provider, and the fees and charges for these Services are set forth in Section 1 through 3 of this Schedule A.

_____ Discover® Network/Full-Service Program Not Enabled

_____ Discover® Network/Full-Service Program

The terms and conditions of the Bankcard Addendum and Your Payment Acceptance Guide shall govern Customer's acceptance of Discover® Networks Cards, and Providers' provision of Services to Customer in connection with Discover® Network Card transactions.

Provider is the Acquirer for Discover transactions under this Section B and the Discover services are solely between Customer and Provider.

Settlement of Transactions: The timing of Customer's Settlement payments is described in Your Payment Acceptance Guide and Bankcard Addendum, unless otherwise indicated by Provider in writing. Provider may, at its discretion, change the timing of Customer's Settlement payment upon five (5) calendar days' advance written notice if required by Discover® Network. Customer's terminals or point-of-sales devices must be programmed with the Merchant Account Number that Provider assigned to Customer if Customer is to receive Settlement for Discover® Network Card Sales. Customer is responsible for reprogramming of Customer's terminals. If a Third Party programs Customer's terminals, Provider is not responsible for such Third-Party's acts and omissions in connection there-with, including, without limitation, any payment of Customer's Settlement amounts to the incorrect party. If Customer does not receive Settlement amounts for Discover® Network Card sales in accordance with the Bankcard Addendum and Operation Regulations, Customer must contact Provider immediately or risk non-payment for such Discover® Network Card sales.

Term. Provider may terminate the Discover® Network Program at any time and for any reason by giving you thirty (30) days prior written notice. Provider may terminate immediately and without such notice if Customer has materially breached the Discover® Network Program due to an Event of Default as outlined in the Bankcard Addendum, or if the Discover® Network Card sales conducted by Customer, the goods or services sold by Customer or Customer's business practices violate any U.S. federal, state or local laws, statute, or regulation. Furthermore, Customer acknowledges that the Discover® Network Operating Procedures give Discover® Network certain rights to require termination or modification of the Discover® Network Program with respect to transactions involving Discover® Network Cards and Discover® Network Card system and to investigate Customer.

Retention of Records. Customer agrees to keep an original copy of all Sales Drafts, mail/telephone order forms, documentation required in Your Payment Acceptance Guide and other related document(s), e.g., shipping invoices, for no less than three hundred and sixty five (365) days from the Discover® Network Card transaction date, or one hundred and eighty (180) days from the date of submission of the Sales Draft, whichever is later. Customer also agrees to keep microfilm or other copies of Sales Drafts for no less than three (3) years from the date of the Discover® Network Card transaction.

Factoring. Customer agrees that they will not factor any Discover® Network Card sales. See Operating Procedures for complete details regarding what constitutes factoring and the liability incurred if Customer factors any Discover® Network Card sales.

Contact. Any provision contained in the Bankcard Addendum which directs Customer to contact Discover® Network for customer services or for any other inquiry or purpose is modified hereby to provide that Customer is to contact Provider for customer service or in relation to such inquiry or purpose.

References to Discover® Network Procedures. Any provisions contained in the Bankcard Addendum which refers to Cards other than Visa or Mastercard shall be construed as not to apply to Discover® Network Cards, and any provision which refers Customer specifically to procedures or terms and conditions of Discover® Network (but not references to Card Organization Rules) will be disregarded.

5. **DEBIT SERVICES:**

A. **General:**

Customer acknowledges its understanding that all parties involved in processing adjustments and Chargebacks to Debit Card transactions are regulated by time frames specified in the Card Organization Rules, the Electronic Funds Transfer Act, Regulation E, and other applicable laws. Customer must reconcile Debit Card transactions at each of its locations within one (1) business day of the original Debit Card transaction. If Customer discovers an error involving any Debit Card transaction processed by Provider, Customer must promptly initiate the appropriate adjustment transaction to correct the error, or Customer may be subject to additional fees, fines, or other action.

Unless otherwise authorized by Provider in writing, Customer agrees to use Provider-compatible terminals/PIN pads or systems capable of processing all on-line Debit Card transactions, and to place them at its merchant locations. As between Provider and Customer, all software residing

on these terminals or systems is the sole property of Provider. Any software residing in Customer-owned terminals or systems must be Provider-compatible. In the case of an inoperative terminal or system Customer may consult Customer's warranty, , as applicable. Responsibility for the installation of and training in the use of terminals is dependent upon the type of equipment or system being used by Customer.

Which debit network is used for a Debit Card transaction will depend on various factors, including whether a particular debit network is available at the time of the transaction, whether a particular Debit Card is enabled for a particular debit network, and other legal requirements relating to routing. Servicers may use, at our sole discretion, any debit network available to us for a given Debit Card transaction.

Only equipment approved by Provider can be used with the debit services. Equipment for the debit services is provided under a separate equipment addendum.

B. SETTLEMENT, FEES, AND DEBIT CARD TRANSACTION TYPES (INCLUDING PIN, PINLESS, AND SIGNATURE):

The Card Organizations impose certain fees and charges on Customer's Debit Card transactions, some or all of which are charged to Provider as the processor for Customer's Debit Card transactions. In addition to the fees and charges described above, Customer will pay Provider for all fees, charges, and obligations imposed by the Card Organizations in connection with Customer's Debit Card transactions (including, but not limited to interchange); assessments against Customer (including, but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); access fees, switch fees, and other fees established by the Card Organizations; adjustments; and Chargebacks, as referenced in Section 2 of this Schedule.

Settlement of Customer's Debit Card transactions will occur on a "net settlement" basis, as described in the Bankcard Addendum. As part of the settlement process for Customer's Debit Card transactions, Customer will pay on a daily basis (via deduction from applicable settlement funds) all returns, refunds, adjustments, Chargebacks (including Servicers' related losses), Servicers' fees (based on this Schedule), Third-party Fees, other amounts payable to Third Parties under instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules, the MSA, or the Bankcard Addendum.

Each foreign Debit Card transaction Customer submits (where available) will be subject to a 0.2% international transaction handling fee, in addition to the fees below.

Customer will pay the following transaction fees for the selected Debit Card transaction types:

See B-7 – Pricing Proposal attached

Customer will pay the following additional fees in connection with its Debit Card Transactions:

See B-7 – Pricing Proposal attached

Schedule B

Service Level Agreement

This Service Level Agreement ("SLA") is made a part of that certain Bankcard Addendum to the Master Services Agreement by and between Truist Bank ("Provider" or "Bank" or "Servicer(s)") and Customer as defined in the MSA ("Customer"). Any term not otherwise defined herein shall have the meaning ascribed to it in the Bankcard Addendum. The rights described in this Schedule shall be Customer's exclusive remedy under the MSA and this Bankcard Addendum for Provider's failure to meet the SLA (defined herein) in accordance with the terms below.

A. Authorization System Availability and Transaction Authorization Response Time.

- (i) Provider's authorization system will be available to respond to transaction authorization inquiries as set forth below.
- (ii) Providers monthly response time for authorization transactions shall be as set forth below, excluding authorization timeouts, voids, authorization reversals, offline transactions, and invalid format authorizations ("Response Time"). Response Time is measured from the time that the transaction enters the Provider host authorization system to the time the response exits the Provider host authorization system, less the time in the Card Organization's system, and any delay that either party can directly attribute to Customer, third-party networks, issuers, and communications carrier. This Service Level (defined herein) assumes Customer is using the authorization transaction processing method in place at the signing of the Bankcard Addendum.

Note: Each system will have its own Availability measurement. For clients using multiple system, Provider tracks and reports by system. Depending on the client specific agreement, the system availability may get rolled into an overall Authorization System Availability measurement or percentage.

North Platform

Availability – The Authorization System will be available to respond to authorization inquiries 24 hours per day, 7 days per week for 99.95% of the total minutes in the month.

Merchant authorizations during period when third-party networks, issuers, associations and communications carrier outages, slow responses and scheduled maintenance occur will be excluded from this measurement.

Response time – Provider's monthly response time for authorization transactions shall be within three (3) seconds for at least 99.5% of all authorization transactions during a calendar month, excluding Authorization timeouts, voids, Authorization reversals, offline transactions, and invalid format Authorizations.

Response times are measured from the time that the transaction enters the Provider host authorization system to the time the response exits the Provider host authorization system, less the time in the Association's system, any delay that either party can directly attribute to Customer, third-party networks, issuers, and communications carrier.

Compass Platform

Availability – The Compass on-line authorization system will be available to respond to authorization inquiries 24 hours per day, 7 days per week for 99.95% of the total minutes in the month excluding scheduled maintenance.

Response Time – Response Time for Automated Transactions: The processor Authorization System shall exert their commercially reasonable efforts to respond to an authorization request within 2 seconds or less, on average, during any calendar month period excluding scheduled maintenance, or Customer/third party caused issues, PayPal and Flexdetect transactions.

Response times are measured from the time that the transaction enters the Provider host authorization system to the time the response exits the Provider host authorization system, excluding any delay that either party can directly attribute to Customer, third-party networks, issuers, Associations, and communications carrier outages.

The service level assumes Customer is using the standard authorization transaction processing method and is based on the authorization transaction processing method in place at the signing of this contract. Any customization or implementation of additional services such as TransArmor®, Offers, Smart Routing, or biometrics which may impact this service level may result in a modification to this service level.

Buypass Platform

Availability – The Authorization System will be available to respond to authorization inquiries 24 hours per day, 7 days per week, for 99.95% of the total minutes in the month.

Merchant authorizations during periods when third-party networks, issuers, associations and communications carrier outages, slow responses and schedule maintenance occur will be excluded from this measurement.

Response Time – Buypass Response Time for Automated Transactions: The processor Authorization System shall exert their best efforts to respond to an authorization request within 2 seconds or less, on average, during any calendar month period.

Response times are measured from the time that the transaction enters the Provider host authorization system to the time the response exits the Provider host authorization system, excluding any delay that either party can directly attribute to Customer, third-party networks, issuers, Associations, AND communications carrier outages. First Data scheduled maintenance and non-financial transactions such as nightly totals requests, email, loads etc. will be excluded from this measurement.

This service level assumes Customer is using the standard authorization transaction processing method and is based on the authorization transaction processing method in place at the signing of this contract.

ClientLine

Availability – Client Line Application Availability: The ClientLine Application will be available 24 hours a day, 7 days a week for 98% of the total minutes in the month excluding outages associated with scheduled maintenance and outages beyond the control of Provider.

Note: For clients that have both Business Track Availability and ClientLine Application Availability, an SLA miss counts toward only one single penalty, not multiple penalties and it will apply only to the most onerous penalty (so if both measures are missed we count them as single failure not multiple).

PayPoint

Availability – The PayPoint Payment Gateway will be available to process payment transactions 24 hours per day, 7 days per week, for 99.7% of the total minutes in the month.

Payment processing during period when merchant processors, third-party networks, issuers, associations and communications carrier outages, slow responses and schedule maintenance occur will be excluded from this measurement.

Note: All servers in a single tier must be unavailable concurrently before a defect is taken. Also, when an outage occurs on a server causing the rollover to another server, we count the time it takes to rollover as downtime since there could be transactions that are impacted during the rollover process. A minimum of one minute downtime is taken during rollover if the actual time is less than one minute.

Clover

Availability – The Clover System will be available for retrieval or sending of transmissions, 24 hours per day, 7 days per week, excluding downtime during scheduled system maintenance or Customer-caused and/or third party-caused incidents and non-Provider caused issues, for 99.9% of the minutes in the month.

- A. **Service Level Credits.** In the event Provider fails to meet any or all of the required Service Levels set out in Section A in any calendar month after the third (3rd) month of the Term following a full chain migration, Provider shall provide Customer a Credit in the amount of 5% of the transaction processing fees for that month. At the end of each month, Provider will issue a Credit to Customer which will be applied against the monthly transaction fees for the next month. In the event of both an Availability and Response Time Service Level deficiency in a month, Customer shall only be entitled to one Credit and not both per month for such Service Level deficiencies. Credits will be applied to future amounts owed, except to the extent the Credit is issued in the last month of the Term, in which case such Credits will be used to offset any unpaid invoices sent to Customer.
- B. **Service Level Reports and Reviews.** Provider will prepare a monthly performance report indicating the degree of compliance with each Service Level above and provide it to Customer monthly at no additional cost beginning thirty (30) days from the date of full chain migration. To the extent Provider fails to achieve a particular Service Level, Provider will perform a root cause analysis identifying the causes of failure and provide a recommended corrective action within a commercially reasonable time after a Service Level has been missed. Provider and Customer shall review the Service Levels on a quarterly basis or monthly if Service Levels are not being met. In addition, if Customer disputes the results of the monthly performance report, Customer shall notify Provider of the basis of the dispute along with any available information or documentation supporting its position and Provider shall make available a knowledgeable person from operations to review the information from Customer, and such person shall meet with Customer and provide additional information to resolve the discrepancy in the performance report. In the event the discrepancy is not resolved to Customer's satisfaction, Customer may request a senior executive to senior executive meeting to attempt to resolve the issue.

- C. **Right to Terminate Services for Missed Service Levels.** If the Provider fails to meet a particular Service Level in three (3) consecutive months, Customer may terminate Services without incurring any penalty or termination fees, by providing Provider written notice of its intention to terminate the Bankcard Addendum. Such notice shall be given within thirty (30) days of Customer's receipt of the report indicating the Service Level miss giving rise to the right to terminate or the right shall be deemed waived.
- D. **Exclusion Events.** The Provider will not be responsible for any Service Level deficiency resulting from any of the following, and as such it will not constitute a Service Level deficiency:
- i. Service Level deficiency caused by a failure of any component for which Provider is not responsible, including but not limited to, all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or internet or telecommunications access.
 - ii. Service Level deficiency caused by Force Majeure Events, so long as Provider has implemented its business continuity plan;
 - iii. Service Level deficiency which occurs during implementation of Customer-initiated changes (e.g. if Customer requests a change that requires Provider to take the system down during business service hours) whether implemented by Customer or the Provider on behalf of Customer but only if Customer expressly requests the change in writing;
 - iv. Service Level deficiency caused by the acts or omissions of Customer, its employees, third-party contractors, vendors or agents; or
 - v. Service Level deficiency due to Customer providing inadequate network capacity or bandwidth or for delays caused by the flow of data outside Provider's control.
- E. **Definitions.** The following definitions shall apply to this Schedule B.

Scheduled Maintenance: shall mean non-emergency maintenance on the Servicers' systems that is pre-planned and conducted in accordance with schedules published by the Servicers with no less than seven (7) days' prior written notice to Customer.

Total Minutes: shall mean the total number of minutes in a month minus the number of minutes in a month of (i) Scheduled Maintenance; and (ii) slow responses not caused by Servicers or its subcontractors providing the Services and caused by third-party networks, issuers, Card Organizations, and communications carriers.

Unplanned Outages: shall mean the period of time that Provider's authorization system is unavailable, including when due to an immediate maintenance requirement such as reactive patches or infrastructure repair, or Scheduled Maintenance that was not timely communicated to Customer as set forth herein.



B-7 - PRICING PROPOSAL

Visa/Mastercard	
Transaction Fee	\$0.010 + Admin Fee \$0.005
Assessments request	Visa Debit-0.13%; Visa Credit-0.14%; Mastercard-0.13%. Varies based on card brand. Charts available upon request.
Access Fees	\$0.025
Other Fee (Voice Auth. Fee)	\$0.50 per authorization
Other Fee (Network Access Fee)	\$0.00 per month
Other Card Types	
PIN Based Debit Card Fee	\$0.015
American Express Transaction Fee	\$0.015
Discover/Diners Transaction Fee	\$0.015
Other Fee (Visa FanFee)	
Electronic Check Fees (Fiserv)	
Electronic Check Acceptance (ECA) Fee Transaction Fee Verification Only	\$0.18
ECA with Check Warrant Inquiry Rate	0.68%
ECA with Check Warranty Transaction Fee	\$0.10
Internet Check Acceptance (Verification) Transaction Fee	\$0.18
Internet Check Acceptance (Warranty) Inquiry Rate	2.70%
Internet Check Acceptance (Warranty) Transaction Fee	\$0.18
Checks by Phone (Warranty) Inquiry Rate	3.60%
Checks by Phone (Warranty) Transaction Fee	\$0.18
Checks by Phone (Verification) Transaction Fee	\$0.18
Reporting Fees (specify terms, e.g., price per month, price per report, etc.)	
Reporting System Access	Free for CLX
Daily Reports	\$0.00
Monthly Reports	\$0.00
Data Files	\$0.00
Custom Reporting	This would be based on reporting needed.
Other Fees (Described in detail)	
Other Card Fee (Compliance Fee)	\$9.95 per month
Other Card Fee (PCI Non-Compliance fee)	\$15.95 per month when non-Compliant
Other Card Fee (Chargeback Fee)	\$10.00 per month

Purchased Hardware	Number of Units	Cost Per Unit*
Hardware on Fiserv		
FD-150		\$345.00
RP-10 Pin Pad		\$235.00

Purchased Hardware	Number of Units	Cost Per Unit*
Verifone V200C Plus		\$345.00
Verifone V400C Plus		\$365.00
Verifone P200		\$275.00
Verifone P400 Plus		\$365.00
Verifone V400M		\$695.00
Ingenico Desk3500		\$335.00

*If the cost of equipment increases, this may be passed along to the State.

Software Reprogramming Costs: If a device needs to be re-encrypted for a software with Fiserv as the processor, a fee of \$20 + shipping per device will be charged.

Replacement devices on Fiserv:

FE-150 \$150.00

RP-10 \$150.00

All Verifone devices \$150.00

Note: All replacements will also be billed for freight/shipping costs.

Fiserv Processing: Fiserv's program sets up a separate merchant ID number specifically to process the service fees.

The merchant must be registered for the Service Fee program. They must have an MCC of government or education payment transaction. They can charge this fee as either card present or card not present.

The payment and fee must be submitted and processed as two separate transactions except as noted below:

- The government or education payment transaction must include the merchant name in the Merchant Name Field (e.g., "U.S. Treasury Payment" for federal tax payments; name cannot exceed 25 characters in length).
- The service fee transaction must include the merchant or service provider name in the first three, seven or 12 positions followed by an asterisk (*) in the next position, followed by the words "Service Fee".
- Customer support phone number in the Merchant City field.
- State of the service provider in the Merchant State field.

Managed Service Fee Model (Fiserv): The User Entity never has to deal with the service fee funds. The only funds the department will see will be the transaction of the payment. The service fee for the transaction will go into the Fiserv account. All the costs and expenses (i.e., Interchange, Per Transaction, other Card Brand Fees, and most merchant processor charges for the service) will be withdrawn from the Fiserv account.

Additional Merchant Account Fees

Fiserv platform

Early Termination Fee: \$0.00

ACH Reject Fee: \$25 per reject occurrence

Wireless terminals using 4G Cellular (Fiserv) GPRS to process will have the following additional fees: \$25 per month per device

Fiserv TransArmor Tokenization and Encryption

Encryption: \$0.002 per transaction

Tokenization: \$0.005 per transaction

Table 3: Clover Software as a Service (SaaS) Fees

	General Plans			Specialty Vertical-based Plans		
Plan names	Payments	Essentials	Register	Counter Service Restaurant	Table Service Restaurant	Healthcare (Healthcare MCCs Only)
Software Plan Monthly Cost (includes one hardware device)	\$0	\$14.95	\$44.95	\$44.95	\$74.95	\$0
Monthly Cost Per Additional Device	\$0	\$9.95	\$9.95	\$9.95	\$9.95	\$0
Is Clover hardware required?	No	No	Yes	Yes	Yes	Yes
Hardware Supported	Go, Flex, Mini	Go, Flex, Mini	Flex, Mini, Station Solo, Station Duo	Flex, Mini, Station Solo, Station Duo	Flex, Mini, Station Solo, Station Duo	Go, Flex Mini

Govolution Schedule of Fees

Velocity Payment System Modules and Fees – Non-Convenience Fee Applications

Velocity Payment System Modules (Cost Basis per Application):	Old Product Name	Implementation Fee ^{1,2}	Monthly Fee ²	Transaction Fee ¹
Gateway:				
Gateway	V+Link	\$190.00	\$40.00	\$0.13
EMV Gateway		\$190.00	\$40.00	\$0.13
Web Portals:				
Basic Web Payments	V+Portal	\$630.00	\$40.00	\$0.13
eDocument		\$1,570.00	\$40.00	\$0.13
Integrated Web Payments	V+Relay	\$320.00	\$40.00	\$0.13
Integrated Check Out	V+Relay	\$320.00	\$40.00	\$0.13
Basic Bill Presentment	V+Bills	\$690.00	\$100.00	\$0.13
Advanced Bill Presentment ⁴	Enrolled	\$1,570.00	\$190.00	\$0.13
Shopping Cart (3D Cart)	V+Cart	\$190.00	\$40.00	\$0.13
Mobile:				
Basic Mobile	V+Portal	\$630.00	\$40.00	\$0.13
eDocument Mobile		\$1,570.00	\$40.00	\$0.13
Integrated Mobile	V+Link	\$320.00	\$40.00	\$0.13
Mobile Bill	V+Bills	\$690.00	\$100.00	\$0.13

IVR: (Additional IVR fees also apply, see below)				
Basic IVR	V+TPS	\$320.00	\$100.00	\$0.13
Advanced IVR	V+TPS Bill	\$690.00	\$100.00	\$0.13
Contact Center IVR		\$3,130.00	\$190.00	\$0.13
Custom IVR	V+TPS	See IVR Fees	\$100.00	\$0.13
Call Center:				
Call Center System		\$1,570.00	\$20.00/user	\$0.13
CRM Payments 360 (Call Center Edition)		\$2,250.00	\$20.00/user	\$0.13
Integrated inContact CXOne		See Call Center User Fees	See Call Center User Fees	\$0.13
POS:				
Virtual Terminal	V+POS	\$130.00	\$30.00	\$0.13
Virtual Terminal, Stored Profiles	V+SP	\$130.00	\$40.00	\$0.13
Integrated Virtual Terminal		\$320.00	\$40.00	\$0.13
Cashiering Interface	V+Link	\$190.00	\$40.00	\$0.13
Integrated Teller Cashiering System		See Integrated Teller Fees	See Integrated Teller Fees	\$0.13
Administration Suites:				
Administration Suite	V+Admin	Included	Included	
CRM Payments 360 (per application)		Included	\$100.00	
Enterprise Reporting (per Administration Suite)		\$630.00	\$130.00	

¹Existing merchant ID conversion of Velocity Deployed Applications will be managed and performed by Govolution in collaboration with Truist and the implementation fee does not apply. Existing Velocity Application deployments will be retained with all existing Velocity configuration parameters maintained. Any change to existing configurations will require a Change Order and authorized agency/department approval. Change Orders will be billed at Professional Service rates. Implementation and Monthly Fees shall begin on the first business day upon completion of set-up of application within the client staging environment. If an implementation is terminated during the implementation process, the Upfront Implementation Fee will be assessed if the staging environment has been deployed.

²Implementation and Monthly Fees will be invoiced upon deployment into the Production Environment.

³Transaction fee applies to credit/debit card authorization requests; successful credit card/debit credits; successful ACH debits; successful ACH credits; and other recorded transactions uploaded to the Velocity Payment System database, excluding billing data.

⁴The Upfront Implementation Fee for Advanced Bill Presentment differs from the other product modules. The Upfront Implementation Fee is \$1,570.00 for the deployment of the product module, and the Admin Suite for one application. If there are multiple applications associated with Advanced Bill Presentment deployment, the application agency/department will also be assessed the Virtual Terminal Only Upfront Implementation Fee for each additional application. For example, if there are three applications associated with an Advanced Bill Presentment deployment, the total Upfront Implementation Fee will be \$1,830.00 = (\$1,570.00 + 2 x (\$130.00)). The Monthly Fee will remain \$190.00 per month.

IVR Fees

	Per Minute Fee
0-100,000	\$0.19
Next 100,000	\$0.17
All minutes in excess of 200,000	\$0.16

- Telecommunication fees apply whether or not a transaction is processed by the system.
- The Standard IVR implementation includes a single standard IVR call script utilizing a computer- generated English voice and standard call flow. Each additional language and/or non-standard call flow is classified as a custom call script. Voice talent will be provided by a Govolution-contracted vendor only.
- The Custom IVR Call Script with Professional Voice Talent includes the recording of the call scripts by Govolution- approved contractor, loading of all of the recorded prompts into the IVR system, mapping of the recording prompts into the standard call script and testing and validation of the entire call script. Govolution will provide a time estimate prior to the commencement of any custom call script development or voice recording services. If an alternative third-party Professional Voice Talent is utilized and procured by the application agency/department, Govolution's service will include loading of all of the recorded prompts into the IVR system, mapping of the recording prompts into the standard call script and testing and validation of the entire call script at IVR Professional Voice Talent rates listed in the Professional Services section.
- An IVR implementation is defined as one or more applications associated with a single IVR telephone number. Each IVR phone number is defined as a separate IVR Implementation.

Other Professional Services

Labor Category	Hourly Rate
Principal	\$230.00
Senior Technical Analyst	\$190.00
Project Manager	\$190.00
HTML Developer	\$120.00
Code Developer	\$160.00
Technical Writer	\$120.00
IVR Professional Voice Talent (English)	\$190.00
IVR Professional Voice Talent (Spanish)	\$220.00
Security Assessments/Audit Support	\$160.00
Agency/Department Training	\$160.00
Other Services	Rate
Bulk Load CLIENT Profile File Conversion (No charge for standard Velocity API upload)	\$3,200.00
CLIENT Generated Negative Check Database Integration	\$700.00
Image Storage (per Item, per month, excluding signature storage)	\$0.03
Text Notification (above 500,000 per month)	\$0.03
New ACH ODFI Integration	\$12,500.00
Bank On Us ACH Intercept	\$2,500.00
Custom Billing File	\$6,500.00
Check Guarantee Service Integration	\$500.00

Integrated inContact CXOne

Velocity's Call Center System can be provided with integrated inContact CXOne products for integrated Automated Call Distribution (ACD) and Agent Desktop Software for agent call centers.

inContact CXOne fees are as follows:

	Monthly Fee
Integrated inContact Agent Desktop and ACD:	
NICE inContact CXone ACD	\$125.00/Configured User
NICE inContact CXone ACD	\$ 150.00/Configured Station
Additional Configured Universal Ports (2 ports)	\$100.00
CXOne Implementation Fees:	
NICE inContact CXone Pro Services Silver-Block (5 hours of Professional Services)	\$1,600.00
NICE inContact CXone Pro Services Gold-Block (10 hours of Professional Services)	\$3,100.00
NICE inContact CXone Pro Services Platinum-Block (20hours of Professional Services)	\$6,000.00
NICE inContact CRM Integration for CXone Used for Professional Services hours specifically with CRM Integration	\$300.00/hour
NICE inContact CXone ACD Training Packages:	
Agent Remote: Virtual training for agents on Agent tool.	\$1,600.00
Agent & Supervisor Remote: Virtual training for supervisors on the Agent and Supervisor tools.	\$1,600.00
Auto Attendant Remote: Virtual administrative training on Auto Attendant tool.	\$1,600.00
Central Administration Remote: Virtual administrative training on inContact platform.	\$1,600.00
Core Classroom: Instructor led training on inContact ACD applications - Central, Agent, and Reporting.	\$8,200.00

inContact Usage and On-Demand Service Fees

Network Connectivity Usage Rates		
Flat Rate		
Distance	Inbound Toll Free	Outbound Termination
USA (Contiguous States)*	\$0.0180	\$0.0150

Extended Call Areas**		
Alaska	\$0.2400	\$0.1650
Hawaii	\$0.0370	\$0.1430
Canada	\$0.0290	\$0.0130
Guam	\$0.3400	\$0.0390
Puerto Rico	\$0.1910	\$0.0250
Saipan/Mariana Islands	\$0.5100	\$0.0490
US Virgin Islands	\$0.1270	\$0.0170
International**	See International Rates	See International Rates
Local Inbound	\$0.0130	N/A
Outbound Toll Free	N/A	\$0.0130
Indeterminate (default)	\$0.0190	\$0.0190

*billed in 6-second increments with a 6-second minimum

**billed in 6-second increments with a 6-second minimum, apart from Mexico, which is billed in 60-second increments with a 60-second minimum

Monthly Software Subscriptions	
Additional Active Storage (per GB)	\$10.00
Long Term Storage (per GB)	\$0.13
Long Term Storage Retrieval (per GB)	\$1.73
Web RTC Softphone	\$0.00
Monthly Network Connectivity Subscriptions	
Domestic US Local Number	\$6.25
CNAM	\$1.25
Domestic US Toll Free Number	\$1.25
Hosted IP Voice - Standard	\$15.00
Hosted UP Voice - TLS	\$17.50
SIP Connectivity over Internet	\$12.50
Non-Recurring Network Connectivity	
Domestic US Local Number Activation (per BU)	\$125.00
Domestic US Local Number - Setup	\$1.30
Domestic Toll-Free Activation (per BU)	\$12.50
Domestic US Toll Free Number - Setup	\$1.30
Hosted IP Voice - Setup	\$25.00
SIP Connectivity over Internet - Setup	\$12.50
Softphone License Setup	\$60.00

Integrated Teller Cashiering System

	Implementation Fee	Monthly Fee
Teller Single Agency License:		
• 5 Named Users		
• Unlimited Read-only Users		

	Implementation Fee	Monthly Fee
<ul style="list-style-type: none"> Credit/ACH through Velocity Business System Integration through Velocity Batch Accounting Interface 	\$40,000 (includes services listed below)	\$1,600.00
Teller Additional User Fee	N/A	\$70.00
Teller Batch Interface License Fee	N/A	\$190.00
Teller Real Time Interface License Fee	N/A	\$320.00

- Remote Analysis Workshops
- Teller Test and Production Environment Setup
- Teller Configuration to Client Requirements
- Provisioning of business system integration through Govolution
- Remote support for User Acceptance Testing
- Includes 1 FTE/1 day onsite setup assistance
- Includes 1 FTE/1 day onsite training-Teller Usage & Teller Admin training courses (= <9 attendees)
- Includes 1 FTE 2 day onsite go-live support
- Includes dedicated Teller Project Manager throughout implementation
- Teller implementation services technician billed at \$160/hour

POS Peripheral Equipment	Device- Manufacturer/Model	Price
Standard Receipt Printer	Epson TM-T88VI Receipt Printer <i>Recommended though office laser printer can be used for low volume.</i>	\$500.00
Receipt Printer with Document Validation	EPSON, TM-H6000V-054, Multifunction printer, built-in USB & Ethernet interfaces, with MICR & drop in validation, S01, Blk. Includes Power Supply and an Ethernet or USB cable	\$900.00
Single-Check Scanner <i>Required for ACH and Check Imaging</i>	CX30-IJ Digital Check CheXpress Single Document Check Scanner with rear Ink Jet.	\$600.00
Multi-Check Scanner for ACH and Check Imaging <i>Alternative for ACH and Check Imaging.</i>	Digital Check TS-240 50 DPM, 100 doc feeder, 100 doc output pocket (No ink jet endorser).	\$1,000.00
Cash Drawer <i>Optional</i>	JB320-BL1821-C APG, SERIES 4000, heavy duty cash drawer + Cable	\$400.00
Barcode Scanner with Stand <i>Optional</i>	Honeywell, MS9540 Voyager CG kit, Scanner, LIGHT GRAY, USB, WITH STAND (46-46128), coiled low speed USB direct cable (53-53235X-N-3),documentation	\$300.00

Convenience Fee/Service Fee Pricing

In a Convenience Fee/Service Fee pricing model, the cardholder makes payment for the sum of the principal amount plus an additional fee ("Service Fee") to cover the cost of the transaction. The applicable agency/department will not be charged credit card or ACH processing costs and will not pay for Standard Implementation Fees, Monthly Fees or Technology Transaction Fees for the deployed application.

The Service Fee pricing offered below includes all configuration, deployment, implementation, training, testing, compliance, and customer support and maintenance services.

Payment Type	Service Fee Per Transaction
Credit/Debit Card	2.45%, \$1.00 minimum
Electronic Check/ACH	\$ 1.00

Govolution will be presented to cardholder as the third-party service provider charging the Service Fee/Convenience Fee at the time of the transaction and on the user's credit card statement in accordance to card brand regulations. The applicable department/agency will receive the payment amount (principal transaction) settled directly into an account designated by the agency/department for the specific e- Government application (e.g., personal property tax, real estate tax, etc.). A second transaction, Convenience Fee/Service Fee, will settle into an account owned by Govolution. Govolution will retain the Convenience Fee/Service fee from which technology fees, payment processing fees and service costs will be absorbed by Govolution. POS hardware are not included in the Fees covered by the Convenience Fee/Service Fee.

Validated P2PE (Point-to-Point Encryption) Services		
Validated P2PE Services available through Govolution - Monthly P2PE Maintenance Fee	Per P2PE Certified Device	\$9.00
Validated P2PE Services available through Govolution - P2PE Transaction Gateway Fee	Per P2PE Certified Transaction	\$0.05
Validated P2PE POS Encryption Fee	Per unit	\$50.00
ACH Routing Number/Account Number Validation Services		
Option 1 - Velocity Payment System utilizing Govolution's historical ACH payment database and historical ACH Returns database Real-Time	Per ACH Debit Transaction	\$0.00
Option 2 - MicroBuilt Risk Verify Database Real-Time Account Validation (available through Govolution):		
0 - 100,000 transactions per month (tier based on aggregated volume for all State of MD agencies utilizing the service)	Per ACH Debit Transaction	\$0.30
100,001 - 500,000 transactions per month (tier based on aggregated volume for all State of MD agencies utilizing the service)	Per ACH Debit Transaction	\$0.29
> 500,000 transactions per month (tier based on aggregated volume for all State of MD agencies utilizing the service)	Per ACH Debit Transaction	\$0.28

SCHEDULE D

The following Addenda are included in Schedule D: PayPoint Addendum, Debit Addendum, Amex Opt Blue Addendum, Convenience Fee Addendum, and Clover Services and Equipment, as applicable. All of the Services under these Addenda are provided by Truist Bank, successor in interest to SunTrust Merchant Services, LLC and/or its affiliates. Pricing for the Services are set forth in B-7 – Pricing Proposal.

PAYPOINT ADDENDUM

1. PayPoint Services. As an additional Service, Provider, through one or more of its affiliates or other subcontractors, will provide Customer with a payment administration solution that will allow Customer to manage payment and payment transaction data (“PayPoint Services”) using an internet-based gateway (“PayPoint Gateway”) described herein.

(a) The PayPoint Services will enable Customer to submit payment instructions initiated by their consumer (“Consumers”) to Provider using the following payment channels: web-based applications, interactive voice response (“IVR”), customer representative assisted calls, point-of-sale devices, payment kiosk, or Consumer walk-in. The PayPoint Services will enable Customer to: (i) consolidate payment output files utilizing the PayPoint posting file(s); (ii) review payment reporting; (iii) perform detailed payment research related to status, date tracking, time tracking and successful or negative payment results; (iv) review payment authorization and return processing information; (v) perform payment void and refund processing; (vi) track payment chargeback and settlement activity; (vii) apply notes to specific payments or transactions; (viii) process ad hoc payments; (ix) access and manage multiple individual Consumer accounts; and (x) add certain personalization (Customer specific logo, color theme and/or text) to the Consumer Payment solution (if applicable).

(b) The PayPoint Services will support multiple payment types, including Card payments and electronic check (“eCheck”) payments and other Automated Clearing House (“ACH”) payments (collectively, “Payments”). The PayPoint Services will support Card Payments initiated by Consumers and processed using American Express Card, Discover Card, Mastercard Card, or Visa Card as well as other Card Payments that Provider identifies from time-to-time. The PayPoint Services will support eCheck Payments initiated by Consumers and submitted by Customer for processing by Provider using the ACH system. The PayPoint Services supports the following ACH Payment entry classes: TEL, WEB, CCD, and PPD, as defined by the National Automated Clearing House Association (“NACHA”) Operating Rules and Guidelines (collectively, the “Rules”).

(c) Provider will fully host the PayPoint Services. In addition, if selected by Customer, the PayPoint Solution will provide Customer with a front-end solution (“Consumer Payments”) that includes a ready-made website and/or IVR that can be personalized and a toolkit for Customer to manage the web-site personalization, branding the Consumer Payments site with Customer’s trademark and logo provided by Customer. Customer shall integrate to the PayPoint Solution via (i) real time integration of Customer front end website with the PayPoint application programming interface; (ii) xml batch integration; or (iii) the Consumer Payment solution. Prior to the implementation of the PayPoint Gateway for Customer, and upon request from Provider at any time during Customer’s use of the PayPoint Gateway, Customer will complete any requested documentation and provide any requested information regarding Customer’s use of the PayPoint Gateway. Provider will have the right to reasonably audit Customer’s use of the PayPoint Gateway at any time while Customer is utilizing the PayPoint Gateway. Customer will maintain a copy of each Customer’s authorization for the longer of (i) two years, or (ii) the period of time required by the Rules. Customer will provide Provider with legible copies of the authorizations within seven (7) days of Provider’s request for them.

(d) Customer will submit all Payments initiated by Consumers using the PayPoint Services and Provider’s System. Customer will provide all transaction data, personal information, related information, and instructions (collectively “Payment Data”) necessary for Provider to perform the Services. Customer will be the “Originator” (as defined in the Rules) of any ACH Payments that Customer submits for

processing under this Agreement and shall have all responsibilities and liabilities of an Originator under the Rules and Card association rules for such ACH Payments. Provider will be a “Third-Party Sender” (as defined in the Rules) with respect to such ACH Payments and shall have all of the responsibilities and liabilities of a Third-Party Sender under the Rules with respect to such ACH Payments. Customer will comply with all applicable Rules and will not originate transactions in violation of any applicable law. Customer will not itself act as a Third-Party Sender on behalf of any other Originator under this Agreement without Provider’s prior written consent. Provider may withhold its consent for any reason, including if the Originating Depository Financial Institution (“ODFI”) (as defined in the Rules) utilized by Provider does not provide consent to Provider. Provider will facilitate processing ACH Payments submitted by Customer by transmitting ACH files to one or more ODFIs that has agreed to originate ACH Payments for Provider’s Originators. Customer authorizes Provider and its ODFI to originate entries on behalf of Customer to the accounts designated in the Payment Data. Customer will be fully responsible and liable for the amount of any ACH Payments that are returned or reversed for any reason, including non-sufficient funds. If Customer assesses and collects convenience fees, Customer shall be solely responsible for complying with the Card association rules and Rules related to convenience fees. Provider may deduct or offset Returns or Reversals (as each is defined in the Rules) against amounts to be paid Customer hereunder for transactions or, alternatively Provider may initiate ACH debits to Customer’s account for all such Return or Reversals. Customer assumes all responsibilities and liabilities under applicable association rules or regulations related to processing Card Payments of its users. Customer represents and warrants that all Payments that its submits to Provider have been validly authorized in accordance with applicable law and the applicable Rules or the applicable card association rules and regulations for any Card Payments. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ENSURING THE VALIDITY, ACCURACY AND COMPLETENESS OF ALL PAYMENT DATA. PROVIDER WILL RELY UPON AND USE PAYMENT DATA SUBMITTED BY CUSTOMER WITHOUT FURTHER VERIFICATION IN ORDER TO PROVIDE THE SERVICES. Customer will be liable for any fees and fines (excluding fees and fines assessed solely against Provider) that result from inaccurate, incomplete, or untimely Payment Data. Provider will have no responsibility or liability for any error, omission, delay, failure to meet any processing timelines or accurately perform any of its PayPoint Services due to Customer submitting inaccurate, incomplete, or untimely Payment Data, or failing to perform its settlement obligations.

(e) If Provider consents in writing to Customer, itself, acting as a Third-Party Sender on behalf of any other Originator under this Agreement, Customer will (i) flow down all terms and conditions required by the Rules, including the applicable terms of Section (d) above, to the Originator, (ii) flow down Provider’s right to audit the Originator’s use of the PayPoint Gateway as described in Section (c) above, (iii) flow down to the Originator the obligation to complete any documentation and provide any information requested by Provider regarding its use of the PayPoint Gateway as described in Section (c) above, and (iv) shall have all the responsibilities and liabilities of a Third-Party Sender under the Rules with respect to such ACH Payments. Provider may terminate or suspend Customer’s ability to originate ACH Payments upon notice to Customer if Customer has violated the Rules.

(f) Convenience Fee Support is available through the PayPoint Services where an additional processing fee can be charged along with the primary payment. The PayPoint Services do not process settlement of convenience fees. Rather, the PayPoint Services enable tracking and management of convenience fee data submitted with other payment data received from Customer that assesses and collects convenience fees. Accordingly, if Customer assesses and collects convenience fees through the PayPoint Services, Customer shall be solely responsible for complying with the card association and NACHA rules related to convenience fees.

(g) The PayPoint Services **do not** include the following: (i) processing or management of Telecheck® agreements for eCheck payments; (ii) processing or management of merchant acquiring agreements for credit and/or debit cards payments; (iii) custom development by Provider (if Customer requires custom development, the effort will be separately scoped and quoted); or (iv) providing support directly to Consumers.

2. Payment for PayPoint Services. See B-7 – Pricing Proposal

3. Representations and Warranties. Customer and Provider each represent and warrant; (i) they have authority to execute this PayPoint Addendum; (ii) executing this PayPoint Addendum does not constitute a material conflict with, breach or default under any applicable law, their respective charter or bylaws, or any documents, agreements or other instruments which are binding upon the parties; and (iii) this PayPoint Addendum creates valid, legal and binding obligations that are enforceable against the parties. Further, Customer represents and warrants that it owns the Customer Logo.

4. Intellectual Property. This PayPoint Addendum does not grant Customer with any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret or proprietary right associated with the PayPoint Gateway, Provider System, applications or business methods required or provided in connection with the PayPoint Services.

5. Provider System. Provider may update or alter the logical, physical or archival structure or organization of the Provider System, including any applications, databases, files, documentation or other information used to provide the PayPoint Services, from time to time in its sole discretion. Provider will conduct regular maintenance on the Provider System during designated time periods (“Scheduled Maintenance Windows”) during which it may limit or suspend the PayPoint Services. Scheduled Maintenance Windows may be modified by Provider from time to time during the Term upon prior written notice to Customer. Provider will make commercially reasonable efforts to notify Customer prior to performing any maintenance that will interrupt the PayPoint Services; provided, however, Provider may perform any emergency or other maintenance necessary to ensure the safety, security or stability of the Provider System at any time without prior notice to Customer. The Provider System will be accessible 99.7% of the time each calendar month, excluding Scheduled Maintenance Windows.

6. Conflict with MSA. This PayPoint Addendum shall supplement the provisions of the MSA set forth herein and all of the terms, conditions and provisions of the MSA shall not be modified or amended hereby and shall continue in full force and effect. In the event of any conflict between this PayPoint Addendum and the MSA, the terms of the MSA shall govern.

Clover Services Addendum

1 Your Business Information

Merchant Identification (**MID**) Number(s):

Your Business Legal Name:

Your Business DBA Name:

First/Last Contact Name:

Business Phone:

2 What This Addendum Does

- 2.1 This Clover Equipment Addendum (**Addendum**) adds certain Clover-branded point-of-sale equipment and related accessories (**Clover Equipment**) to your merchant processing agreement (**MSA**). The Clover Equipment is provided to you by Truist Bank (**Bank**).
- 2.2 The Clover Services are provided to you by Clover and may be governed by separate agreements between you and Clover ("Clover Terms"). You will receive credentials from Clover to open a **Clover Account**. You may be required to *click to agree* to certain updated Clover Terms or applications to access or to continue accessing the Clover Account or applicable Clover Services.
- 2.3 If anything in this Addendum directly conflicts with the MSA, the MSA will control.
- 2.4 The Addendum begins on the latest date that appears in the signature block (**Effective Date**) and continues in effect until the MSA terminates, in which case, this Addendum will automatically terminate. A breach of this Addendum constitutes an Event of Default under the MSA.
- 2.5 You are responsible for maintaining the confidentiality of the account numbers, passwords, security questions and answers, login details, and other information (together, **Credentials**) needed to access your Clover Equipment. Bank will rely on your Credentials to authenticate access to your Clover Equipment. You must notify Clover immediately if you become aware of any loss or theft of, or unauthorized access to, your Credentials or Clover Equipment. Bank may deny any access to your Clover Equipment if any actual or suspected misuse of your Credentials occurs.

3 Clover Equipment; Limited Warranty

- 3.1 Bank will provide you with the Clover Equipment you select in the **Clover Equipment Purchase Form** attached to this Addendum. To receive the Clover Equipment, you must pay the purchase price specified for the Clover Equipment plus shipping and handling charges,

including all applicable tax prior to the delivery of the Clover Equipment, or upon invoice. You are solely responsible for choosing Clover Equipment that meets your needs. You must order any subsequent Clover Equipment using forms that Bank provides to you (**Orders**). Bank will reject any other forms, purchase orders, or correspondence that you attempt to submit as Orders, as well as any additional or inconsistent terms in documents you attempt to submit.

- 3.2 Clover warrants that the Clover Equipment you purchase will be free from manufacturer-induced defects in materials or workmanship for one year (**Warranty Period**) beginning on the date that the Clover Equipment is shipped to you (the **Limited Warranty**). Unless otherwise indicated, the Limited Warranty does not cover accessories, rented, or leased equipment.
- 3.3 The Limited Warranty does not:
- (1) Include a warranty that the Clover Equipment will operate uninterrupted or error free;
 - (2) Apply to any Clover Services, or any other software or peripherals used in connection with the Clover Equipment;
 - (3) Cover accidents, damage to, or misuse of the Clover Equipment, including damage resulting from smashed or cracked units or screens; extraneous materials in the interior of the unit (such as hair, soil, or dust); contact with liquids; missing unit covers; fire damage; melted or burned units; cosmetic damage (such as scratches, dents, or broken plastic on ports); improper or inadequate maintenance by you (or your vendors); other visible damage; or your breach of this Addendum; or
 - (4) Apply to defects or damage resulting from software, interfaces, or supplies; negligence, accident, or acts of nature (including flood or lightning damage); improper site preparation by you (or your vendors); failure to follow written instructions on proper use of the Clover Equipment; unauthorized modification or repair; or normal wear and tear.
- 3.4 You may not transfer the Limited Warranty to any third parties.
- 3.5 You must contact Bank's support center for assistance with defective Clover Equipment. Bank will provide a Return Merchandise Authorization (**RMA**) call tag to you if Bank deems the Clover Equipment defective during the Warranty Period. You may use the RMA to ship the defective Clover Equipment to Bank's repair facility. You are responsible for all return shipping costs to Bank's repair facility. Bank will arrange for defective Clover Equipment covered by the Limited Warranty to be either repaired or replaced (at Bank's election) and shipped back to you at no additional charge. The Limited Warranty applies to repaired and replacement hardware for the remainder of the Warranty Period corresponding to the original Clover Equipment.

4 TransArmor Data Protection

- 4.1 If you open a Clover Account, you will receive the TransArmor Data Protection service. The TransArmor Data Protection service is provided to you by Clover's affiliate, First Data Merchant Services LLC (**First Data**).

- 4.2 The TransArmor Data Protection service encrypts cardholder data at the point of transaction and replaces it with a unique identifier (a **token**) that is returned with the authorization response. You must use the token you receive with the authorization response instead of the card number for all other activities associated with the transaction, including settlement, retrieval, chargeback, or adjustment processing as well as transaction reviews. The TransArmor Data Protection service can only be used with a point-of-sale device, gateway, or service that First Data has certified as being eligible for the TransArmor Data Protection service.
- 4.3 First Data reserves all right, title, interest, or license (express or implied) to the TransArmor Data Protection service and each token provided, or any other associated intellectual property that it provides to you in connection with the TransArmor Data Protection service. Except as allowed under this Section, you will not otherwise use, reverse engineer, decompile, distribute, lease, sublicense, sell, modify, copy, or create derivative works from the TransArmor Data Protection service, any token provided, or any associated intellectual property. If any portion of the TransArmor Data Protection service contains any copyright notice or any other legend denoting the proprietary interest of First Data or any third party, you will not remove, alter, modify, relocate, or erase such notice or legend on such item.
- 4.4 You must comply with all Applicable Laws (as defined below), payment network rules and standards (including PCI-DSS), and any other rules or procedures relating to TransArmor Data Protection (or any component of TransArmor Data Protection) that Clover or First Data makes available to you from time to time. You must also implement all updates to TransArmor Data Protection within a reasonable period of time after you receive them. You are solely responsible for backing up and/or otherwise protecting your data, systems, and service.
- 4.5 Your use of TransArmor Data Protection involves inherent risks, including system performance, availability, and data corruption. First Data makes no promise, and disclaims all warranties of any kind, that the use of TransArmor Data Protection will detect all vulnerabilities on your system, or that our vulnerability assessments, suggested solutions, information, or advice is error-free or complete.
- 4.6 First Data may modify the TransArmor Data Protection service or its associated terms and conditions or terminate your access to TransArmor Data Protection upon notice to Customer.
- 4.7 You shall, to the extent provided by state law, be responsible for your performance and the performance of your officers and employees related to this Addendum, and do not request that First Data assumes liability for your performance and/or your officers and employees under hereunder. As a matter of state law, you are subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, remains one of First Data's available remedies if it believes it has suffered any losses as a result of your breach of this Addendum and you accept liabilities raised under such laws. First Data will not be liable for lost profits, revenues, or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages (whether direct or indirect). First Data's aggregate liability for losses, damages, costs, or expenses (including reasonable attorneys' fees) arising from any cause (regardless of the form of action or legal theory) in connection with this Section will be limited to \$10,000.

5 **Applicable Laws and Limitations**

- 5.1 You will comply with all Applicable Laws pertaining to the privacy, secrecy, confidentiality, collection, usage, sharing, security, protection, disposal, or international transfer, of personal information, including laws applicable to direct marketing, telemarketing, and unsolicited e-mails or text messages. **Applicable Laws** may include, but are not limited to US federal and Georgia laws, such as the FTC Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Gramm-Leach-Bliley Act, Georgia state consumer protection laws, Georgia state data security laws, security breach notification laws, laws imposing minimum security requirements, and laws requiring the secure disposal of records containing certain personal information.
- 5.2 Your use of the Clover Equipment and TransArmor Data Protection does not (1) guarantee compliance with any Applicable Laws, rules, requirements, or applicable standards (including the PCI DSS), (2) affect your obligation to comply with Applicable Laws, rules, and applicable standards (including the PCI DSS), or (3) guarantee protection against a data security incident.

6 **Addendum Approval**

By signing below, you acknowledge that:

- you have read and understand the Addendum;
- you agree to comply with the Addendum;
- you understand that the terms of the Addendum (including the fees) may be changed from time to time as described in the MSA; and
- you understand that if you sign the Addendum using an electronic signature process, the signature has the same legal effect as if you had signed it by hand.

[Signature Page Follows]

The individual signing below is signing on behalf of the business identified in *Section 1* and must be the same individual that signed your Participation Agreement.

Authorized Signatures:

Customer

Bank

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Clover Equipment Purchase Form

Clover Equipment & Accessories*	Quantity	Price per Item**
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
		Subtotal:† \$ _____

* Returned equipment incurs a per-unit restocking fee. Bank uses its best efforts to maintain availability of items on this Order Form; however, Bank is not responsible for the inability of third-party vendors to deliver.

** Prices are subject to change after 30 days.

† This subtotal **does not include** shipping and handling or taxes; Customer is responsible for all applicable taxes and shipping/handling fees.

Debit Services Addendum

Background

This Addendum adds the debit services described below to the Bankcard Addendum to the Master Services Agreement (“MSA”) between Provider and Customer. The terms of the MSA, the Bankcard Addendum, and this Addendum apply to the debit services, but if anything in this Addendum conflicts with the MSA or Bankcard Addendum, the MSA will control.

The debit services are **“Services”** under the MSA and Bankcard Addendum and are provided by Provider. For the debit services provided under this Addendum, Bank and its Affiliates are **“Servicers”**.

Definitions

Capitalized words or phrases that are not defined in this Addendum use the definitions given to them in the MSA or the Bankcard Addendum; however, if your Bankcard Addendum includes debit-related definitions, the definitions in *Section 2* replace them entirely.

In this Addendum, the words **“we”**, **“us”**, and **“our”** refer to Servicers, and the words **“you”** and **“your”** refer to Customer. The word **“including”** (in its various forms) means **“including but not limited to”**. If **“n/a”** is used when referring to a fee or a selection below, **“n/a”** means that the service relating to the fee or the selection is not being provided.

“Acquirer” means Bank for Visa or Mastercard Credit Card and Signature Debit Card transactions, PIN Debit Card transactions and for Signature Debit Card transactions involving a Card Organization other than Visa or Mastercard. or (3) Bank for Discover Network transactions that acquire Card transactions from Customer.

“Card Organization” means any entity that is (1) formed to administer and promote Credit Cards and/or Debit Cards, and (2) supported by Provider.

“Debit Cards” means PIN Debit Cards and Signature Debit Cards.

“PIN” means a personal identification number entered by the Cardholder to authenticate a PIN debit transaction.

“PIN Debit Card” means a card or other payment form (including mobile devices, fobs, or tags) that (1) bears the Marks of PIN debit networks, (2) enables the Cardholder to buy goods or services by debiting the Cardholder’s demand deposit account or stored value/prepaid account, and (3) is authenticated either with a PIN or, under applicable Card Organization Rules, without a PIN for qualifying transactions.

“Settlement Account” means an account at a financial institution designated by Customer as the account to be debited and credited by Bank, for Debit Card transactions, Servicers’ fees, Third-Party Fees, and other amounts due under or in connection with the Bankcard Addendum, including returns, refunds, adjustments, Chargebacks, other amounts payable to Third Parties under instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules, the MSA, or the Bankcard Addendum.

“Signature Debit Card” means a card or other payment form (including mobile devices, fobs, or tags) that (1) bears the Marks of signature debit networks, (2) enables the Cardholder to buy goods or services by debiting the Cardholder’s demand deposit account or stored value/prepaid accounts, and (3) is authenticated without a PIN.

“Third Party” means any person, entity, or association other than Servicers or Customer, including Card Organizations, card-issuing organizations, telecommunications providers, delivery service providers/ couriers, gateways, Customer’s software providers/integrators or other service providers, and federal, state, or local governmental authorities. Star Networks, Inc. is a Third Party.

“Third-Party Fees” means fees, charges, liabilities, or obligations imposed at any time by a Third Party (1) in connection with Customer’s Credit Card and Debit Card transactions or (2) as a result of Customer’s acts or omissions. Third-Party Fees including: Interchange; Card Organization assessments (including dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including access fees, switch fees, and file fees); adjustments; and Chargebacks.

Services

You acknowledge that all parties involved in processing adjustments and Chargebacks to Debit Card transactions are regulated by timeframes specified in the Card Organization Rules, the Electronic Funds Transfer Act, Regulation E, and other applicable laws. You must reconcile Debit Card transactions at each of your locations within one (1) business day of the original Debit Card transaction. If you discover an error involving any Debit Card transaction processed by Provider, you must promptly initiate the appropriate adjustment transaction to correct the error, or you may be subject to additional fees, fines, or other action.

Which debit network is used for a Debit Card transaction will depend on various factors, including whether a particular debit network is available at the time of the transaction, whether a particular Debit Card is enabled for a particular debit network, and other legal requirements relating to routing. We may use, at our sole discretion, any debit network available to us for a given Debit Card transaction.

Only equipment approved by Bank can be used with the debit services. Equipment for the debit services is provided under a separate equipment addendum.

Settlement, Fees, and Debit Card Transaction Types

The Card Organizations impose certain fees and charges on your Debit Card transactions, some or all of which are charged to Provider as the processor for your Debit Card transactions. In addition to the fees and charges described above, you will pay Bank for all fees, charges, and obligations imposed by the Card Organizations in connection with your Debit Card transactions, including (1) Interchange, (2) assessments (including dues, issuer reimbursements, fines, penalties, and fraud recovery losses), (3) access fees, switch fees, and other fees established by the Card Organizations, (4) adjustments, and (5) Chargebacks.

Settlement of your Debit Card transactions will occur on a “net settlement” basis, as described in your Bankcard Addendum. As part of the settlement process for your Debit Card transactions, you will pay on a daily basis (via deduction from applicable settlement funds) all returns, refunds, adjustments, Chargebacks, Servicers’ fees (based on this Addendum), Third-Party Fees, other amounts payable to

Third Parties under instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules, the MSA, or the Bankcard Addendum.

Each foreign Debit Card transaction you submit (where available) will be subject to a 0.2% international transaction handling fee, in addition to the fees below. You will pay the fees set forth in Schedule B-7.

Term and Termination

This Addendum begins on the latest date that appears in the signature block and continues in effect until (1) the Bankcard Addendum expires or terminates, in which case, this Addendum will automatically terminate, or (2) Customer terminates this Addendum by giving Provider at least thirty (30) days' advance written notice.

**AMERICAN EXPRESS CARD ACCEPTANCE ADDENDUM
TO MASTER SERVICES AGREEMENT**

For purposes of this Addendum, the words “we”, “our”, and “us” refers to Provider and its successors and assigns and the words “you” and “your” refer to Customer and its permitted successors and assigns.

In consideration of the mutual promises and covenants hereinafter contained in this Addendum, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used and defined herein shall have the meanings given to such terms as set forth in this Addendum. If not defined herein, capitalized terms shall have the meanings given to such terms in the MSA. If there is a conflict between the terms of this Addendum and the terms of the MSA, the terms of the MSA will control.
 - 1.1 **AMEX Card:** Means, **for purposes of this Addendum, a Card issued by and bearing the Mark of American Express.**
 - 1.2 **AMEX Operations Guide:** Means the American Express Merchant Operating Guide from American Express that may be downloaded from American Express’ website at: www.americanexpress.com/merchantopguide
 - 1.3 **Cardholder:** Means the Person whose name is embossed on an AMEX Card and any authorized user of such AMEX Card, including the Person that has entered into an agreement establishing an AMEX Card account with an Issuer. Some Card Organizations may refer to Cardholder(s) as Card Member(s).
 - 1.4 **Charge or Charges (or as the context requires, charge or charges):** The total price, including all applicable taxes and gratuities, for the purchase of goods or services of a merchant for which a Cardholder has signed a Sales Draft or otherwise indicated intent to pay with an AMEX Card.
 - 1.5 **Dispute:** Any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship, and arising at any time during, before, or after that relationship.
 - 1.6 **Entity:** Means a corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.
2. **Service Description.** Notwithstanding anything to the contrary in the MSA, you acknowledge and agree that you will accept American Express Cards under a direct agreement with us, and the additional terms and conditions set forth in this Addendum shall apply.
3. **Term; Termination.**
 - 3.1 **Term, Termination.** This Addendum shall (i) commence as of the Effective Date or (ii) if you currently accept American Express Cards under an Amex CAA, then the effective date of this Addendum will be the first business day of the first calendar month following the date that you execute this Addendum. This Addendum is coterminous with the MSA. Either party may terminate this Addendum upon giving the other party at least thirty (30) days prior written notice of its intention to terminate this Addendum. We may terminate your access to the American Express Card acceptance services with prior notice (i) as of the date that any

Card Organization or governmental authority having jurisdiction directs any party to terminate this Addendum or (ii) if Provider discontinues the American Express Card acceptance service. Regardless of the reason for termination, you shall be responsible for the payment of all applicable fees, prorated to account for services not rendered due to termination. Should you fail to notify us in writing of your request to terminate you acknowledge and agree you will continue to be charged fees pursuant to the MSA notwithstanding non-use of your account. If you have an equipment lease, termination of the MSA does not terminate that equipment lease.

- 3.2 **Amendment.** Notwithstanding any other provision of this Addendum, we reserve the right to amend, upon consent of the parties, the terms and conditions therein, including, without limitation, any addenda, and/or pricing and fees. Such amendments shall be effective upon written agreement of the parties.

4. **Rates/Fees.** Your fees are set forth in B-7 – Pricing Proposal.

5. **Card Descriptions.** Card Descriptions under the MSA (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

AMEX Card Descriptions. At the point of sale, the AMEX Card must be carefully examined to determine whether it is a legitimate and valid AMEX Card and not visibly altered or mutilated. The name of the AMEX Card (American Express) should appear in bold letters on the AMEX Card. The following is a description of the authorized American Express Card design:

American Express:

- All American Express Card Numbers start with “37” or “34”. The AMEX Card number appears embossed on the front of the AMEX Card. Embossing must be clear, and uniform in sizing and spacing. Some AMEX Cards also have the AMEX Card Number printed on the back of the AMEX Card in the signature panel. These numbers, plus the last four digits printed on the Sales Draft, must match.
 - Pre-printed AMEX Card Identification (CID) Numbers must always appear above the AMEX Card Number on either the right or left edge of the AMEX Card.
 - Only the person whose name appears on an American Express AMEX Card is entitled to use it. AMEX Cards are not transferrable.
 - Some AMEX Cards contain a holographic image on the front or back of the plastic to determine authenticity. Not all American Express Cards have a holographic image.
 - Some AMEX Cards have a chip on which data is stored and used to conduct a transaction.
 - The signature on the back of the AMEX Card must match the Cardholder’s signature on the Credit Draft, and must be the same name that appears on the front of the AMEX Card. The signature panel must not be taped over, mutilated, erased, or painted over. Some AMEX Cards also have a three-digit Card Security Code (CSC) number printed on the signature panel.
6. **Refunds/Exchanges.** Your obligations under the MSA regarding limiting refunds or exchanges or imposing other specific conditions for AMEX Card sales (which are addressed in the Operating Procedures) are clarified by the terms set forth below:

If you limit refunds or exchanges or impose other specific conditions for AMEX Card sales, you must provide proper disclosure to the AMEX Cardholder at the time of transaction in accordance with applicable law. If applicable, the words “No Exchange, No Refund”, etc. must be clearly printed (in ¼” letters) on the Sales Draft near or above the AMEX Cardholder’s signature. The Cardholder’s copy of the Sales Draft, as well as your copy, must clearly display this information near or above the Cardholder’s signature. Applicable disclosures may vary by transaction type.

7. **Delayed Delivery or Deposit Balance Transactions.** Your obligations under the MSA regarding Delayed Delivery or Deposit Balance transactions (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions for American Express:

Advance Payment Charges for American Express Transactions.

An advance payment Charge is a Charge for which full payment is made in advance of you providing the goods and/or rendering services to the Cardholder and such Charges carry higher risk. American Express may withhold settlement for part or all of such Charges until it is determined that the risk has diminished.

You must follow the procedures below if you offer Cardholders the option or require them to make advance payment Charges for the following types of goods and/or services:

- Custom-orders (e.g., orders for goods to be manufactured to a customer’s specifications),
- Entertainment / ticketing (e.g., sporting events, concerts, season tickets).
- Tuition, room and board, and other mandatory fees (e.g., library fees) of higher education institutions.
- Airline tickets, vehicle rentals, rail tickets, cruise line tickets, lodging, travel-related services (e.g., tours, guided expeditions).
- For an advance payment Charge, you must:
 - State your full cancellation and refund policies, clearly disclose your intent and obtain written consent from the Cardholder to bill the AMEX Card for an advance payment Charge before you request an Authorization. The Cardholder’s consent must include his or her agreement to all the terms of the sale (including price and any cancellation and refund policies), and a detailed description and the expected delivery date of the goods and/or services to be provided (including, if applicable, expected arrival and departure dates).
 - Complete a Sales Draft. If the advance payment Charge is a Card Not Present Charge, you must also: ensure that the Sales Draft contains the words “Advance Payment”; and within twenty-four (24) hours of the Charge being incurred, provide the Cardholder written confirmation (e.g., email or facsimile) of the advance payment Charge, the amount, the confirmation number (if applicable), a detailed description and expected delivery date of the goods and/or services to be provided (including expected arrival and departure dates, if applicable) and details of your cancellation/refund policy.

If you cannot deliver goods and/or services (e.g., because customer-ordered merchandise cannot be fulfilled), and if alternate arrangements cannot be made, you must immediately issue a Credit for the full amount of the advance payment Charge which cannot be fulfilled.

In addition to other Chargeback rights, a Chargeback may be exercised for any disputed advance payment Charge or portion thereof if the dispute cannot be resolved in your favor based upon

unambiguous terms contained in the terms of sale to which you obtained the Cardholder's written consent.

8. **Recurring Transaction/Preauthorized Order Regulations.** Your obligations under this MSA with respect to Recurring Transaction and Preauthorized Order Regulations (which are addressed in the Operating Procedures) are clarified by the terms set forth below:

If we or you have terminated the MSA, you may not submit authorization requests or sales data for recurring transactions that are due after the termination date of the MSA, and you must inform Cardholders for which you have submitted the recurring transactions that you no longer accept the AMEX Card.

You must obtain an Authorization for each transaction and write "Recurring Transaction" (or, "P.O." for Mastercard transactions or "Signature on File" for American Express transactions) on the Sales Draft in lieu of the Cardholder's signature. A positive authorization response for one recurring transaction card sale is not a guarantee that any future recurring transaction authorization request will be approved or paid.

For American Express recurring transactions, you should periodically verify with Cardholders that their information (e.g., AMEX Card number, expiration date, billing address) is still accurate. This will improve the likelihood of obtaining an approval to an Authorization request.

The method to secure consent for recurring Charges must contain a disclosure that you may receive updated AMEX Card account information from the Issuer. You must retain evidence of consent to receive updated AMEX Card account information from the Issuer for twenty-four (24) months from the date you submit the last recurring billing Charge. If you offer Cardholders the option to make recurring billing Charges, you must:

- Ensure that your process for cancellation of recurring billing is simple and expeditious;
- Clearly and conspicuously disclose all material terms of the option, including, if applicable, the fact that recurring billing will continue until the option is cancelled by the Cardholder;
- Offer their American Express customers the option to receive written notification for the recurring transaction(s) at least ten (10) days prior to submitting, or any time the Charge amount exceeds a maximum amount that has been set by the Cardholder;
- Within twenty-four (24) hours of incurring the first recurring billing Charge, provide the Cardholder written confirmation (e.g., email or facsimile) of such Charge, including all material terms of the option and details of your cancellation/refund policy; and
- Where the material terms of the option change after submission of the first recurring billing Charge, promptly notify the Cardholder in writing of such change and obtain the Cardholder's express written consent to the new terms prior to submitting another recurring billing Charge.

The cancellation of an American Express Card constitutes immediate cancellation of that Cardholder's consent for recurring Charges. American Express will not have any liability from such cancellation. If an American Express Card is cancelled or a Cardholder withdraws consent to recurring Charges, you are responsible for arranging another form of payment with the Cardholder.

9. **Customer Activated Terminals.** Your obligations under this MSA with respect to Customer Activated Terminals and Self-Service Terminals (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

Prior to conducting Customer Activated Terminal (“CAT”) transactions or Self-Service Terminal transactions you must contact us for approval and further instructions, rules and requirements that apply to CAT and Self-Service Terminal transactions. Failure to do so could result in additional charges or termination of the MSA.

Customer Activated Terminals for American Express Transactions

Sales Drafts for Charges for purchases at your CATs must include:

- Full Magnetic Stripe data stream or chip AMEX Card data in all Authorization requests, and;
- CAT indicator on all Authorization requests and Submissions.

American Express will not be liable for actual or alleged fraudulent Charges occurring through CATs and will have the right to Chargeback for those Charges.

10. **Displays and Advertising.** Your obligations under the MSA with respect to displays and advertising (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

American Express: If you elected to accept the American Express Card, whenever payment methods are communicated to customers, or when customers ask what payments are accepted, you must indicate your acceptance of the American Express Card and display the American Express Marks (including any AMEX Card application forms provided to you) as prominently and in the same manner as you do for any other Card or payment products. You must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the American Express Marks, nor (without prior written consent from us) indicate that American Express endorse your goods or services. You shall only use the American Express Marks as permitted by the MSA and shall cease using the American Express Marks upon termination of the MSA.

American Express sublicense to Use American Express Marks. You shall only use the American Express Marks as reasonably necessary to perform your obligations under the MSA. The guidelines listed below apply to your use of the American Express “Blue Box” logo.

- The “Blue Box” logo must always be shown in the pre-approved “American Express blue” or, in one- or two-color communications, or black.
- The space around the “Blue Box” must equal at least 1/3 the size of the box.
- The “Blue Box” logo minimum size is 3/8” and ½” is the preferred size.
- A minimum distance of 1-1/2 times the size of the “Blue Box” must be allowed between the “Blue Box” logo and another Mark.
- For additional guidance on the use of the American Express Marks, you can visit the American Express website at www.americanexpress.com/decals.
- You must remove American Express Marks from your website and wherever else they are displaced upon termination of the MSA or if you do not elect to accept or are not authorized to accept American Express Cards.

11. **Suspect Transactions.** Additional factors to consider in connection with the MSA with respect to Suspect Transactions (which are addressed in the Operating Procedures) are as follows:

Ask yourself, does the Customer:

- frequently make purchases and then return goods for cash?

- use a prepaid Card to purchase other prepaid Cards?
- use a large number of prepaid Cards to make purchases?

Ask yourself, does the Card:

- have an altered Magnetic Stripe?

12. **Sales/Credit Drafts.** Your obligations under the MSA with respect to information required for completion of Sales Drafts and Credit Drafts (which may be addressed in the Operating Procedures) are supplemented by the following terms and conditions:

Sales Drafts for American Express Transactions. You must create a Sales Draft for every Charge. For each Charge submitted electronically, you must create an electronically reproducible Sales Draft. The Sales Draft (and a copy of the customer's receipt) must disclose your return and/or cancellation policies.

If the Cardholder wants to use different Cards for payment of a purchase, you may create a separate Sales Draft for each Card used. However, if the Cardholder is using a single AMEX Card for payment of a purchase, you shall not divide the purchase into more than one Charge, nor shall you create more than one Sales Draft.

You shall:

- Submit the Charge to American Express directly, or through your processor, for payment.
- Retain the original Sales Draft (as applicable) and all documents evidencing the Charge, or reproducible records thereof, for the timeframe listed in our country-specific policies.
- Provide a copy of the Sales Draft to the Cardholder.

You may be able to create more than one Sales Draft if the purchase qualifies for a delayed delivery Charge. The retention time frame for Sales Drafts is twenty-four (24) months from the date you submitted the corresponding Charge to us. Pursuant to applicable law, truncate the AMEX Card number and do not print the AMEX Card's expiration date on the copies of Sales Drafts delivered to AMEX Cardholders. Truncated AMEX Card number digits must be masked with replacement characters such as "x", "*", or "#", and not blank spaces or numbers.

If you submit Charges on paper, you must create a Sales Draft containing all of the following required data:

- Full AMEX Card number and expiration date (pursuant to applicable law), and if available, Cardholder name.
- The date the Charge was incurred.
- The amount of the Charge, which must be the total price for the purchase of goods and services (plus applicable taxes and gratuities) purchased on the AMEX Card.
- A clear description of the goods and services purchased by the Cardholder.
- An imprint or other descriptor of your name, address, Merchant Account Number and, if applicable, store number.
- The words "no refunds" if you have a no refund policy, and you return and/or cancellation policies.

American Express No Signature Program. You may participate in the American Express No Signature Program. The No Signature Program allows establishments not to request a signature

from Cardholders on the Sales Draft. To qualify for the No Signature Program, both the establishment and each Charge must meet the following criteria:

Establishment Criteria. If your establishment is classified in an industry that accepts in-person Charges, then the establishment may participate in the No Signature Program with the exception of the following categories:

- Merchants who do not conduct in-person Charges (i.e., internet, mail order or telephone order).
- Prohibited transactions or illegal transactions or activity, as described elsewhere in the MSA.
- High Risk Merchants (e.g., establishments whose business type has had historically high occurrences of fraud and disputed charges with American Express or as compared to other similarly situated merchants (or both); examples include internet electronic services or nightclubs/lounges) as determined by American Express in its sole discretion.
- Merchants placed in American Express' Fraud Full Recourse Program. (See AMEX Operations Guide regarding "chargeback programs".)

Charge Criteria:

- The amount of Charge must meet the threshold established in American Express' country specific policy.
- The Charge Submission must include the appropriate indicator to reflect that the AMEX Card and the Cardholder were present at the point of sale.
- The Charge Submission must include a valid approval.

Under the No Signature Program, Chargebacks will not be exercised for such Charges based solely on the establishment's failure to obtain the Cardholder's signature at the point of sale. If a disproportionate amount or a number of disputed Charges under the No Signature Program occur, you must cooperate to reduce the amount or number of disputed Charges. If such efforts fail, you may be placed in American Express Chargeback programs, or your establishment's participation in the No Signature Program may be modified or terminated. The established threshold for charges to qualify under the No Signature Program is \$50.00 or less.

13. **Card Not Present Sales.** Your obligations under the MSA with respect to Mail/Telephone/ Internet (Ecommerce) Orders and Other Card Not Present Sales, including e-wallet transactions, (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

American Express Internet Charges.

For internet orders, you must use separate Merchant Account Numbers provided to you for internet orders on all your requests for Authorization and submission of charges, provide at least one (1) month's prior written notice of any change in your internet address, and comply with any additional requirements that may be added from time to time. Additionally, if a disputed Charge arises involving a Card Not Present Charge that is an internet electronic delivery Charge, a Chargeback may be exercised for the full amount.

Processing a Card Not Present Charge for American Express transactions you must:

- Submit the Charge to American Express;

For Card Not Present Charges, you must create a Sales Draft and ask the Cardholder to provide:

- AMEX Card Number;
- AMEX Card expiration date;

In addition, it is recommended that you ask for:

- Name as it appears on the AMEX Card,
- AMEX Cardholder's billing address, and
- Ship-to address, if different from the billing address.

American Express will not Chargeback for such charges based solely upon a Cardholder claim that he or she did not receive the disputed goods if you have:

- Verified the address to which the goods were shipped was the Cardholder's full billing address.
- Provided proof of delivery signed by the Cardholder or an authorized signer of the AMEX Card indicating the delivery of the goods or services to the Cardholder's full billing address.

American Express will not be liable for actual or alleged fraudulent transactions over the internet and will have the right to Chargeback for those charges. For Internet Orders, you must:

- Use any separate merchant numbers (seller ID) established for your internet orders in all of your requests for Authorization and Submission of charges.
- Provide us with at least one (1) month's prior written notice of any change in your internet address.
- Comply with any additional requirements that American Express provides from time to time.

When providing proof of delivery, a signature from the Cardholder or an authorized signer of the AMEX Card is not required. Additionally, if a disputed Charge arises involving a Card Not Present Charge that is an internet electronic delivery Charge, American Express may exercise Chargeback for the full amount of the Charge and place you in any of its Chargeback programs.

14. **Authorizations.** Your obligations under the MSA with respect to Authorizations (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

An Authorization Approval Code only indicates the availability of Credit on an account at the time the Authorization is requested. It does not warrant that the person presenting the AMEX Card is the rightful Cardholder, nor is it a promise or guarantee that you will not be subject to a Chargeback.

For American Express, you must obtain an Authorization Approval Code except for charges under a floor limit. The Authorization must be for the full amount of the Charge except for merchants that are classified in the restaurant industry.

A positive Authorization response for American Express Non-T&E transactions are good for seven (7) days, and American Express T&E transactions are good for thirty (30) days.

Do not discuss reason for decline with a Cardholder rather refer them to the customer service number on the back of the AMEX Card.

An authorization reversal may only be submitted if the transaction has not settled. Once the transaction has settled, only a Credit or refund can occur.

15. **Settlement.** The MSA terms regarding Settlement (which are addressed in the Bankcard Addendum) are clarified as follows: For the avoidance of doubt, with respect to the payments you have elected to accept, you authorize us to submit AMEX Card transactions to, and receive settlement for such transactions from American Express on your behalf.
16. **Credits.** Your obligations under the MSA with respect to Refunds/Exchanges (Credits) (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

Processing a Credit for American Express Transactions. These are additional requirements for a Credit for purchases or payments made on an American Express Card. To issue a Credit, you must:

- Compare the last four digits on the Sales Draft against the AMEX Card presented (when applicable).
- Have the Cardholder sign the Credit Draft (when applicable).
- Provide a copy of the Credit Draft to the Cardholder.

You must not issue a Credit when there is no corresponding Charge, nor issue a Credit in exchange for cash or other consideration from a Cardholder. You must submit all Credits under the establishment where the Credit originated. A Credit must be issued in the currency in which the original Charge was submitted to us. You must issue Credits to the AMEX Card used to make the original purchase; however, if the Credit is for the return of a gift by someone other than the Cardholder who made the original purchase, apply your usual refund policy.

If the Cardholder indicates that the AMEX Card on which the purchase was originally made is no longer active or available, do the following:

- For all AMEX Cards except Prepaid AMEX Cards, advise the AMEX Cardholder that you must issue the Credit to that AMEX Card. If the AMEX Cardholder has questions, advise him or her to call the customer service number on the back of the AMEX Card in question.
- If the inactive or unavailable AMEX Card is a Prepaid AMEX Card, apply your usual refund policy for returns.

If you issue a Credit, American Express will not refund the discount or any other fees or assessments previously applied on the corresponding Charge. The discount on Chargebacks will not be refunded.

Your return and cancellation policies must be fair and clearly disclosed at the time of sale in compliance with applicable law. Your policies must be conveyed to the AMEX Cardholder prior to completion of the Charge and printed on a copy of a receipt or Sales Draft. Your return policy for purchases on the American Express AMEX Card must be at least as favorable as your refund policy for purchases made with other payment products or other payment methods.

Return Policy recommendations.

Provide clear return instructions for your customers, including the following information:

- Customer service telephone number.
- Reference number for the return.
- Expected processing time for the Credit.
- Return address, preferably on a pre-formatted shipping label (if applicable).

You must submit all Credits to us within seven (7) days of determining that a Credit is due.

Cancellation Policy Recommendations.

- Provide document cancellation policy and terms and conditions on the contract the Cardholder signs, or on your website, as applicable.
- Provide Cardholder with a cancellation number that can be tracked in your records.

American Express Return Policy for Prepaid Products.

If your return policy for the purchase of prepaid products is different from your standard return policy, you must ensure that such prepaid product-specific return policy is clearly disclosed to the Cardholder at the time of purchase in accordance with applicable law and also coded to print on all receipts and copies of Sales Drafts you provide to Cardholders.

17. **Special Provisions for American Express.** The Operating Procedures are amended by the addition of the following Special Provisions for American Express, which apply to American Express Card acceptance and American Express Card transactions under the MSA:

17.1 **Card Acceptance.** If you elect to accept American Express Cards under the MSA, you must accept the American Express Card as payment for goods and services sold (other than those goods or services identified under “Prohibited Uses of the American Express Card” below), or (if applicable) for charitable contributions made, at all of your establishments, except as expressly permitted by applicable law. You are jointly and severally liable for the obligations of your establishments under the MSA.

17.2 **Reserved.**

17.3 **Treatment of the American Express Brand.** Except as expressly permitted by applicable law, you must not:

- indicate or imply that you prefer, directly or indirectly, any other payment products over the AMEX Card,
- try to dissuade Cardholders from using the AMEX Card,
- criticize or mischaracterize the AMEX Card or any of American Express’ services or programs,
- try to persuade or prompt Cardholders to use any other payment products or any other method of payment (e.g., payment by check),
- impose any restrictions, conditions, disadvantages, or fees when the AMEX Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, or cash and check,
- suggest or require Cardholders to waive their right to dispute any transaction,
- engage in activities that harm the American Express business or the American Express Branch (or both),
- promote any other payment products (except your own private label card that you issue for use solely at your establishments) more actively than you promote the AMEX Card, or
- convert the currency of the original sale transaction to another currency when requesting Authorization or submitting transactions (or both).

You may offer discounts or in-kind incentives from your regular prices for payments in cash, ACH funds transfer, check, Debit Card or Credit Card, provided that (to the extent required by applicable law): (i) you clearly and conspicuously disclose the terms of the discount or in-kind incentive to your customers, (ii) the discount or in-kind incentive is offered to all of your prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable law and Card Organization (e.g., Visa, Mastercard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this section will not constitute a violation of the provisions set forth in the above section **“Treatment of the American Express Branch”**.

17.4 Prohibited Uses of the American Express Card. You must not accept the AMEX Card for any of the following:

- adult digital content sold via internet electronic delivery,
- amounts that do not represent bona fide sales of goods or services (or, if applicable, amounts that do not represent bona fide charitable contributions made) at your establishments. For example, purchases at your establishments by your owners (or their family members) or employees contrived for cash flow purposes, or payments that you have accepted in order to advance cash to Cardholders in connection with the transaction,
- amounts that do not represent bona fide, direct sales by your establishment to Cardholders made in the ordinary course of your business,
- cash or cash equivalent (e.g., gold, silver, platinum, and palladium bullion and/or bars). Collectible coins and jewelry are not prohibited,
- charges that the Cardholder has not specifically approved,
- costs or fees over the normal price of the goods or services (plus applicable taxes) that the Cardholder has not specifically approved,
- damages, losses, penalties, or fines of any kind,
- gambling services (including online gambling), gambling chips, gambling credits, or lottery tickets,
- unlawful/illegal activities, fraudulent business transactions or when providing the goods or services is unlawful/illegal (e.g., unlawful/illegal online internet sales of prescription medications or controlled substances; sales of any goods that infringe the rights of a rights-holder under laws applicable to us, you, or the Cardholder; online child pornography),
- overdue amounts or amounts covering returned, previously dishonored or stop-payment checks (e.g., where the AMEX Card is used as a payment of last resort),
- sales made by third parties or entities conducting business in industries other than yours,
- You must not use the AMEX Card to verify a customer’s age.

17.5 American Express Transaction Data. The transaction data you collect to facilitate the Charge must be or have been provided directly to you by the Cardholder. You must not accept or have accepted transaction data from, nor shall you provide or have provided transaction data to, any third parties other than your covered parties (as defined in the Data Security Operating Policy (DSOP)) which can be found in the AMEX Operations Guide. If you fail to comply with this requirement, in addition to other rights and remedies regarding

“monitoring”, you may be charged a fee as indicated on the Merchant Processing Application, we may suspend AMEX Card acceptance privileges at your establishments, or terminate the MSA. Where Cardholders pay you using payment of “e-wallet” accounts (which Cardholders may have created by providing Cardholder information when the account was established), the transaction data collected to facilitate the Card Not Present Charge has already been provided directly by the Cardholder. You are not required to have the Cardholder reenter the transaction data.

17.6 Treatment of American Express Cardholder Information. You acknowledge that any and all American Express Cardholder information is confidential and the sole property of the Issuer, American Express or any of its Affiliates. Except as otherwise specified in the MSA, you must not disclose Cardholder information, nor use nor store it, other than to facilitate transactions at your establishments in accordance with the MSA.

17.7 Disclosure and Use of Data Collected Under MSA. We may disclose to American Express data and information that you provide on your Application and that we collect as part of performing American Express payment processing services or transaction related services including information about you. American Express may use the information that you provide in the Application at the time of setup to screen and/or monitor you in connection with AMEX Card marketing and administrative purposes. American Express also may use such information to perform its responsibilities in connection with American Express Card acceptance, promote the American Express Network, perform analytics, and create reports, and for any other lawful business purposes, including marketing purposes. American Express may otherwise use and share your information for business purposes and as permitted by applicable law. American Express uses reasonable administrative, technical, and physical security measures to protect Program Merchant Information consistent with the sensitivity of the information.

17.7.1 Consent for American Express to Contact you by Phone, eMail, Text or Facsimile. American Express may use the information you provide in the MSA (as such information may be updated) to call you or send you communications or materials via email, SMS, text or facsimile regarding American Express products, services, and resources available to you. You consent and agree to receive autodialed, automated and/or prerecorded calls and communications (which may include SMS or text messages) at the telephone number(s) you have provided. If you provide a fax number, you consent and agree to receiving fax communications from American Express. In connection with the foregoing, you understand that the calls made or communications sent to you by American Express may be subject to charges or fees by your telecommunications or other applicable service provider that are your responsibility to pay. You understand that your consent under this Section 17.7.1 is not a condition of purchasing or receiving any product or service or entering into the MSA.

17.7.2 Opt-Out. You may opt-out of receiving marketing related communications and materials from American Express by calling Provider at the Customer Service Number stated in the section of your MSA that identifies addresses for notices. If you have opted-out, you may still receive messages or communications from American Express related to important information about your account.

17.8 Reserved.

- 17.9 **No Assignment of Payments.** You acknowledge and agree that you shall not assign to an third party any payments due to you under the MSA as the result of American Express Card transactions, and all indebtedness arising from American Express Card charges will be for bona fide sales of goods and services (or both) at your establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that you may sell and assign future transaction receivables to us, our Affiliates and/or any other funding source that partners with us or our Affiliates.
- 17.10 **Third-Party Beneficiary Rights.** American Express is a direct and intended third-party beneficiary of the MSA and may enforce any terms of the MSA that apply to American Express, including American Express Card acceptance and transaction processing, directly against you.
- 17.11 **Your Right to Opt-Out of American Express Cardholder.** Upon written notice to us, you may opt-out of accepting American Express Cards at any time without directly or indirectly affecting your rights to accept any other payment products.
- 17.12 **Collections from American Express Cardholder.** You may not bill or collect from any American Express Cardholder for any purchase or payment on the American Express Card unless a Chargeback has been exercised, you have fully paid for such Charge, and you otherwise have the right to do so.
- 17.13 **Completing a transaction at the Point of Sale.** All valid transactions begin with a Cardholder's purchase at the point of sale. Whether the physical AMEX Card is used to facilitate a Card present Charge, or the Cardholder provides his or her Cardholder information over the phone, via mail order, or the internet, the transaction must not be completed without the AMEX Card and/or information provided by the Cardholder. To accept the AMEX Card for charges at your establishments, at the point of sale, you must:
- Clearly and conspicuously, disclose all material terms of sale prior to obtaining an Authorization, and
 - Clearly and conspicuously inform Cardholders at all points of interaction (e.g., sales conducted in person, over the internet, mobile or via mail or telephone order) what Entity is making the sales offer, so that the Cardholder can clearly distinguish you from any other party involved in the interaction (e.g., a vendor of goods or provider of services you may engage, or another merchant seeking to conduct business with the Cardholder).

The transaction data you collect to facilitate the Charge must be or have been provided directly to you by the Cardholder. You must not accept or have accepted transaction data from, nor shall you provide or have provided transaction data to, any third parties other than your covered parties (as defined in the DSOP). If you fail to comply with this requirement, you may be charged non-compliance or other fees as indicated on the Bankcard Addendum and/or have your AMEX Card acceptance privileges at your establishments suspended or disentitled.

- 17.14 **In Person Charges.** In-person charges refer to charges in which the AMEX Card and Cardholder are present at the point of sale. An example of this is when a Cardholder

presents an AMEX Card to the merchant at a retail store. For all in-person charges, the AMEX Card must be presented. There are several ways in which you can conduct the in-person Charge. The steps you take vary according to how you go about conducting both types of in-person charges.

- 17.15 **Electronic charges or key-entered charges.** When providing proof of delivery, a signature from the Cardholder or an authorized signer of the AMEX Card is not required.
- 17.16 **Magnetic Stripe Card Charges.** When presented with an AMEX Card at the point-of-sale you must:
- Verify that the customer is the Cardholder (AMEX Cards are not transferable).
 - Capture Magnetic Stripe data by swiping the AMEX Card (unless the Charge was already initiated by waving the contactless chip AMEX Card in close proximity to the point-of-sale system).
 - Match the AMEX Card number and the expiration date on the AMEX Card to the same information on the Sales Draft.
 - Ensure the named that prints on the Sales Draft matches the name on the front of the AMEX Card except when the Cardholder name is not captured on the Sales Draft or for prepaid AMEX Cards that do not show a name on their face.
 - Validate the AMEX Card's presence by taking an imprint of the AMEX Card (the imprint is for your records). Failure to validate the AMEX Card's presence by taking an imprint of the AMEX Card can render merchant liable for Chargebacks if the Cardholder disputes the Charge, except when the Cardholder name is not captured on the Sales Draft or for prepaid AMEX Cards that do not show a name on their face.
- 17.17 **American Express Mobile Contactless Charges.** When presented with a contactless-enabled mobile phone, in addition to the "Magnetic Stripe Card Charges" requirements, you must:
- Capture Magnetic Stripe or chip Card data by waving the contactless-enabled mobile phone in close proximity to the contactless reader.
 - Compare the signature (when obtained) on the Sales Draft with the signature on the companion physical AMEX Card or a valid form of formal identification (e.g., driver's license). You must not record or store the information from such formal identification in any way.

If a mobile contactless transaction cannot be processed for any reason, you should require that the Cardholder provide the companion physical AMEX Card to complete the transaction.

- 17.18 **American Express Contact Chip Charges.** When presented with a chip Card to be inserted into a chip Card reader, in addition to the "Magnetic Stripe Card Charges" requirements, you must:
- Capture chip Card data by inserting the Card into the chip Card reader, the point-of-sale system will advise Cardholders to enter their PIN (a chip and PIN Charge) or sign for the Charge (a chip and signature Charge).
 - Chip and PIN Charges. Cardholders will enter their PIN into the point-of-sale system using the keypad. If the chip and PIN Charge are unable to be completed due to a technical problem, the point-of-sale system will show an error message.

- Chip and signature Charge. Failure to obtain a signature, when required, can render you liable for Chargebacks if the Cardholder disputes the Charge. Obtaining a signature may not be required if merchant's establishment and the Charge qualify for the No Signature Program.
- 17.19 **American Express Contactless Chip Charges.** When presented with a chip Card to be read via a contactless reader and the Charge qualifies for the No Signature Program, in addition to the "Magnetic Stripe Card Charges" requirements, you must:
- Capture Magnetic Stripe or chip Card data using the contactless reader.
 - For charges that do not qualify under the No Signature Program, follow the relevant Card acceptance procedures outlined in either:
 - "Magnetic Stripe Card Charges", or
 - "Contact Chip Card Charges".
- 17.20 **American Express Key-Entered Charges.** If an AMEX Card cannot be read electronically, in addition to the "Magnetic Stripe Card Charges" requirements, you must:
- Key enter the data.
 - Validate the AMEX Card's presence by taking an imprint of the AMEX Card (the imprint is for your records). Failure to validate the AMEX Card's presence by taking an imprint of the AMEX Card can render you liable for Chargebacks if the AMEX Cardholder disputes the Charge.
- 17.21 **Keyed No Imprint for American Express transactions.** Your establishments may be eligible to participate in the American Express "Keyed No Imprint Program". The "Keyed No Imprint Program" allows you to submit in-person charges without taking an imprint of the AMEX Card if you meet the following Charge criteria:
- All AMEX Cards qualify for the "Keyed No Imprint Program".
 - The Charge must be key entered.
 - The Charge Submission must include the appropriate indicator to reflect that the AMEX Card and the Cardholder were present at the point of sale.
 - The Charge Submission must include a valid approval.
 - The CID Number must be confirmed as a positive match. Under the "Keyed No Imprint Program", Chargebacks will not be exercised for such Charges based solely on the establishment's failure to obtain an imprint of the AMEX Card. If a disproportionate amount or number of disputed Charges under the "Keyed No Imprint Program" occurs, you must cooperate to reduce the number of disputed Charges. If such efforts fail, you may be placed in any of American Express' Chargeback programs or your participation in the "Keyed No Imprint Program" may be modified or terminated.
- 17.22 **Merchant Website Information Display Guidelines.**
- An accurate description of the goods/services offered, including the currency type for the transaction (e.g., U.S. Dollars). Transaction currency must be in U.S. Dollars.
 - Your physical address in the U.S.
 - An email address and a telephone number for customer service disputes.
 - Return/refund policy.
 - A description of your delivery policy (e.g., No COD, No overnight).

- A description of your security practices (e.g., information highlighting security practices you use to secure transactions conducted on the internet).
 - A statement of known export restrictions, tariffs, and any other regulations.
- 17.23 **Aggregated Charges.** If you are classified as an internet industry, you may process aggregated charges, provided the following criteria are met:
- Clearly disclose your intent and obtain written consent from the Cardholder that their purchases or refunds (or both) on the AMEX Card may be aggregated and combined with other purchases or refunds (or both) before you request an Authorization.
 - Each individual purchase or refund (or both) that comprises the aggregated Charge must be incurred under the same merchant number and on the same AMEX Card.
 - Obtain a pre-Authorization of no more than \$15.00.
 - Create a Sales Draft for the full amount of the aggregated Charge.
 - The amount of the aggregated Charge must not exceed \$15 or the amount for which you obtained pre-Authorization.
 - Submit each Sales Draft within our submission timeframe.
 - Provide the Cardholder with an email containing the date, amount, and description of each individual purchase or refund (or both) that comprises the aggregated Charge, and the date and the amount of the aggregated Charge.
- 17.24 **American Express Prepaid AMEX Card Security Features.** Although there are a number of unique prepaid AMEX Cards, all prepaid AMEX Cards share similar features, except that Prepaid AMEX Cards may or may not be embossed, and the following features may appear on the front or back of the AMEX Card (or a combination of both):
- The American Express logo generally appears in the bottom right corner.
 - The words PREPAID or INCENTIVE will generally be shown about the American Express logo.
 - AMEX cards pre-loaded with funds may show the dollar amount or the total points (reloadable AMEX Cards generally will not show a number).
 - The CID Number will appear usually above the AMEX Card number or above the logo.
 - The AMEX Card number appears on the AMEX Card.
 - The valid date or expiration date appears on the AMEX Card.
 - The recipient's name or company name may appear on the AMEX Card.
- 17.25 **American Express Processing Prepaid Cards.** Prepaid AMEX Cards are available for a variety of uses, as follows: gifting, travel, incentive, etc. All American Express prepaid Cards show the American Express "Blue Box" logo either on the face or back of the prepaid AMEX Card. Prepaid AMEX Cards may or may not be embossed. Most prepaid AMEX Cards can be used for both in-store and online purchases. Prepaid AMEX Cards are valid through the date on the AMEX Card. Simply swipe the AMEX Card at the point of sale just like any other AMEX Card. A prepaid AMEX Card must be tendered for an amount that is no greater than the funds available on the AMEX Card.
- Instruct Cardholders that, before making a purchase, they must check their remaining funds by calling the twenty-four (24) hour, toll-free number on the back of the AMEX Card.
 - Because prepaid AMEX Cards are pre-funded, if you receive a decline when seeking Authorization, ask the customer to call the toll-free number on the back of the AMEX

Card to confirm that that the purchase price does not exceed the available funds on the prepaid AMEX Card.

- If the prepaid AMEX Card does not have enough funds to cover the purchase price, process a split tender transaction or request an alternative form of payment.
- You must create a Sales Drat for a prepaid AMEX Card as you would any other AMEX Card.
- Be on the lookout for Suspect transactions.

17.26 American Express Policies and Procedures for Specific Industries. The Section 17.26 states additional American Express policies and procedures applicable to merchants classified in specific industries. All other provisions and requirements of the MSA apply to these merchants as well. To the extent possible, the provisions of this Section 17.26 and the other provisions of the MSA applicable to American Express transactions shall be interpreted to give each their full effect. However, if a conflict is deemed to exist between them, then the provisions of this Section 17.26 shall govern.

17.26.1 Auto Dealers: This section applies to merchants classified in an auto dealer industry. The following requirements will apply to Charges for the down payment or the entire purchase price of new and used motor vehicles. You may accept the AMEX Card for down payment of a motor vehicle, subject to the following provisions:

- You must not submit a Charge for the down payment price of a used motor vehicles unless and until you have a written agreement/bill of sale signed by the Cardholder setting forth the terms of the sale, including down payment price, and your cancellation policy.
- In addition to its other Chargeback rights, American Express also has Chargeback rights for any portion of the Charge for the down payment price of a used motor vehicle which is disputed by the Cardholder, if such disputed charge cannot be resolved in your favor based upon unambiguous language contained in the written agreement/bill of sale.
- Should a Cardholder exercise his or her right to rescind the written agreement/bill of sale during any rescission period set forth in the Cardholder's agreement with you or at law, you shall submit a Credit to us promptly.
- If American Express has classified you as an auto dealer of used motor vehicles exclusively, the down payment must not exceed 50% of the full purchase price of the motor vehicle.
- If the Cardholder denies making or authorizing the Charge, American Express will have Chargeback rights for such Charge in addition to our other Chargeback rights.

You may also accept the AMEX Card for the entire purchase price of a new or used motor vehicle, subject to the following provisions:

- You are classified as an auto dealer of new or new and used motor vehicles (i.e., Your dealership sells new motor vehicles exclusively or both new and used motor vehicles).
- The amount of the Charge does not exceed the total price of the motor vehicle after deduction of applicable discounts, taxes, rebates, cash down payments, and trade-in values.
- You must not submit a Charge for the entire purchase price of a new or used motor vehicle unless and until you have a written agreement/bill of sale signed by the

Cardholder setting forth the terms of the sale, including purchase price, delivery date and your cancellation policy.

- In addition to other Chargeback rights, American Express also has Chargeback rights for any portion of the Charge for the entire purchase price of a new or used motor vehicle which is disputed by the Cardholder, if such disputed Charge cannot be resolved in your favor based upon unambiguous language contained in the written agreement/bill of sale.
- Should a Cardholder exercise his or her right to rescind the written agreement/bill of sale during any rescission period set forth in the Cardholder's agreement with you or at law, you shall submit a Credit to us promptly.
- If the Cardholder denies making or authorizing the Charge and you have not transferred title or physical possession of the motor vehicle to the Cardholder, American Express will have Chargeback rights for such Charge in addition to its other Chargeback rights.

17.26.2 Business-to-Business (B2B)/Wholesale Distribution. If you are classified in the business-to-business (B2B) or wholesale distribution industries, and American Express determines that you are not in the telecommunications industry, then notwithstanding the prohibition in Section 17.4, "Prohibited Uses of the AMEX Card", you may accept the AMEX Card for overdue amounts to the extent that acceptance of overdue amounts is a common practice in your industry and does not constitute an attempt to obtain payment from the Cardholder whose prior methods of payment have, in American Express' reasonable judgment, been difficult to collect or uncollectible. An indicator of such difficulty, for example, may be the fact that you have sent a customer account to collections.

To minimize your risk of a Chargeback with B2B Charges, always:

- Obtain a signature for all in-person charges. For Card Not Present Charges, obtain Proof of Delivery, and maintain clear and accurate records of orders and returns.
- Notwithstanding the restriction in Section 7, you must not submit any Charge until the goods have been shipped or services have been provided to the Cardholder. To the extent that you have clearly disclosed your intention to the Cardholder and the Cardholder agrees, then you may submit the following types of Charges to us before you ship the goods to the Cardholder:
 - Charges representing deposits on customer and special orders (so long as you comply with applicable law) or goods not in inventory at the time the order is placed.
 - Charges representing advance, partial, or full payment for goods that the Cardholder requests you to ship at a later date.

17.26.3 Insurance. This section contains provisions specific to establishments that are classified in the Insurance industry. If any of your goods or services are sold or billed by independent agencies, then you must provide to American Express a list of such independent agencies and notify us of any subsequent changes in the list. American Express may use this list to conduct mailings that encourage such independent agencies to accept the AMEX Card. American Express may mention your name in such mailings, and you must provide us with a letter of endorsement or assistance as American Express may require. You must use your best efforts to encourage independent agencies to accept the AMEX Card. American Express acknowledges that you have no control over such independent agencies. From time to time,

and subject to prohibited uses of the AMEX Card, American Express may establish joint marketing campaigns that promote AMEX Card acceptance specifically at your establishments or, generally, at insurance companies. A necessary purpose for which you submit Cardholder information that is responsive to such joint marketing campaigns includes American Express' use of that information to perform back-end analyses to determine the success of such joint marketing campaigns. American Express undertakes no responsibility on your behalf for the collection or timely remittance of premiums. American Express will not be subject to any liability, under any circumstances, for any claim arising from, or related to, any insurance policy issued by you or your agencies. If the AMEX Card is accepted as payment for fixed rate cash value life insurance policies or fixed rate annuities under the MSA, you represent and warrant to Provider that the fixed rate cash value life insurance policies and fixed rate annuities for which the AMEX Card will be accepted for premium payments are not securities requiring registration under the Securities Act of 1933.

17.26.4 Oil/Petroleum. If you are classified in the oil and petroleum industry, American Express may place you in the Fraud Full Records Program if you accept charges originating at a Customer Activated Terminal (CAT) gas pump. American Express will not exercise Chargeback up to a certain dollar amount for charges that qualify under the Oil Fraud Protection Program described below.

Oil/Petroleum Requirements. If you are classified in the oil and petroleum industry, you must:

- Obtain a unique Merchant Account Number for your CAT gas pump sales. If you conduct any other business at your establishment (e.g., convenience store sales, car washing services), you must obtain a unique Merchant Account Number for those lines of business.
- Submit dealer location data along with each Authorization request and each Submission file. Dealer location data consists of your business': dealer number (store number), name, street address, city, and postal code.

Oil/Petroleum Recommendations. American Express has implemented several policies and fraud prevention tools to assist in combating fraud at the gasoline pump. American Express recommends that you:

- Set a pre-Authorization request of \$100 at your CAT gas pumps.
- For higher charges such as diesel, adjust the pre-Authorization amount to accommodate the higher charges.
- Set your CAT gas pumps to shut off when they reach the pre-Authorization amount.
- Request a separate Authorization for purchases that exceed the original pre-Authorization amount.

Oil Fraud Protection Program. The Oil Fraud Protection Program addresses counterfeit fraud Chargebacks at fuel pumps CATs. Under this program, American Express will not exercise Chargeback for the amount of the Charge up to \$100 provided that both the establishment and each Charge meet the following criteria:

- The Authorization request meets the data requirements listed under CATs.
- The Authorization request must include the correct merchant category code (MCC) for "automated fuel dispensers" (5542),

- The Issuer determines that the AMEX Card used to initiate the Charge was counterfeit, and,
- The establishment qualified for Chargeback protection under the program at the time of the Charge, as follows: For an establishment to qualify under the Oil Fraud Protection Program, it (i) must authorize and submit transactions under the unique Merchant Account Number (Seller ID) assigned to the establishment, and (ii) must have, in a given month, a counterfeit fraud to Charge volume ratio below 1%. An establishment whose counterfeit fraud to Charge volume ratio rises to or exceeds 1% in a given month will not qualify under the Oil Fraud Protection Program until the ratio falls below 1% for three (3) consecutive months. Notwithstanding the foregoing, the Oil Fraud Protection Program does not apply to merchants that submit one Merchant Account Number (Seller ID) consolidated charges from multiple establishments (i.e., central submitters) or to the establishments that those merchants submit on behalf of. American Express offers a variety of fraud prevention tools which may enable merchants to reduce fraud in order to qualify and retain eligibility for the program.

17.26.5 Restaurants. If you are classified in the restaurant or bar industry, then the following Authorization procedures apply. If the final restaurant or bar Charge is no greater than the amount for which you obtained Authorization plus 20% of that amount, no further Authorization is necessary. If the final restaurant or bar Charge is greater than the amount for which you obtained Authorization by more than 20%, you must obtain Authorization for any additional amount of the Charge that is greater than the original Authorization. When submitting the Charge, only include the initial approval.

17.26.6 Telecommunications. If American Express classifies you in the Telecommunications industry, notwithstanding anything to the contrary in the MSA, American Express may place you in one or more of the following Chargeback programs: Partial Immediate Chargeback Program for an amount of \$50 or less; or Fraud Full Recourse Program.

American Express may establish audit procedures determined in American Express' discretion to ensure that no charges except for recurring billing charges are submitted under the Merchant Account Number designated for recurring billing charges. We may request that you provide us with a list of Affiliates and the list you provide must include any agency in the geographic area where you offer any telecommunications services.

17.26.7 Government/Utilities/Education. This section applies to merchants classified in the government, utilities, or certain education industries (i.e., higher education, private school – kindergarten to grade 12). Customers should feel free to use all forms of payment that you accept without being penalized for choosing a particular form of payment. To promote consumer choice, you are generally prohibited from imposing any restrictions, conditions, or disadvantages when the AMEX Card is accepted that are not imposed equally on all other payment products. See "Treatment of the American Express Brand". Merchants in these specific industries may assess convenience fees on charges, provided that they comply with the other requirements of this section, as follows:

- Merchants must not impose a higher convenience fee on charges than it imposes on other payment products, except for Automated Clearing House funds transfers, cash, and checks.

- Merchants classified as government Entities, including government utilities, and privately owned utilities may assess convenience fees on all Charges.
- Merchants classified as educational institutions may assess convenience fees only on charges for tuition, room and board, school lunch payments or other mandatory fees.
- You must clearly disclose the amount of convenience fees to the customer and give the customer the opportunity to cancel the Charge if the customer does not want to pay the convenience fee.

Any explanation, verbal or written, describing why the convenience fee is being assessed, or how it is calculated, must characterize the convenience fee as an assessment to cover your administrative costs and not as an assessment to cover your cost of accepting the AMEX Card. You must obtain separate Authorizations and Approval Codes for each of the principal charges and the convenience fee. Furthermore, the descriptor on the convenience fee must clearly state that it is a convenience fee (e.g., Official Payments – City of X (principal payment) and Official Payments Convenience Fee (convenience fee)). Your third-party service provider can only assess a convenience fee when it accepts the AMEX Card for the foregoing charges in compliance with the requirements of this section.

17.26.8 Internet/Online Pharmacies. If it is determined that you are an internet/online pharmacy merchant that accepts the AMEX Card for sales of prescription medications (as defined by applicable law) in the Card Not Present environment:

- You must be certified by the Verified Internet Pharmacy Practice Sites program of the National Association of Boards of Pharmacy (www.nabp.net), or,
- You or your authorized representative must attest that you comply with the licensing and inspection requirements of (i) U.S. federal law and the state in which you are located and (ii) each state to which you dispense pharmaceuticals.

Upon request, you must promptly provide documentation that you fulfill the foregoing requirements. Failure to provide this documentation promptly may result in suspension or disenfranchisement of AMEX Card acceptance privileges. Specific procedures exist for transaction processing by internet/online merchants.

17.26.9 Online/mail order tobacco retail. If you are classified or it is otherwise determined that you are an online or mail order (or both) tobacco or e-cigarette merchant, then you must provide the website address of the online store from which you sell your tobacco products. If your website facilitates tobacco sales, you will be required on request to provide an executed and notarized Affidavit of Compliance with Laws – Online/Mail Order Tobacco. If you fail to complete the Affidavit, AMEX Card acceptance privileges may be suspended. American Express may monitor your website.

17.27 American Express-Excessive Disputes. You may be subject to various fees and assessments as set forth on the MSA including fees for excessive disputes. Some fees and assessments are for special products or services, while others may be applied based upon non-compliance of American Express policies and procedures. Many non-compliance fees and assessments can be avoided by correcting the actions that are causing such non-compliance.

17.28 American Express Right to Modify or Terminate MSA. American Express has the right to modify the MSA with respect to American Express Card transactions, upon written notice

and acceptance, or to terminate your acceptance of American Express Card transactions and to require Provider to investigate your activities with respect to American Express Card transactions.

18. **Fees; Adjustments; Collection of Amounts Due.** The following additional terms shall apply to the parties' rights and obligations under the MSA with respect to Fees; Adjustments; Collection of Amounts Due (which are addressed in Section 13 of the MSA) related to American Express Card transactions:

Other debits. We may also debit your Settlement Account or your settlement funds in the event we are required to pay Card Organization fees, charges, or other assessments as a consequence of your sales activities. Such debits shall not be subject to any limitations of time specified elsewhere in the MSA, including, without limitation the following, which we may add to or delete from this list as change occur in the Card Organization Rules or our Operating procedures:

- Card Organization fees, charges, fines, penalties, registration fees, or other assessments. Currency conversion was incorrectly calculated.
- Discount Rate not previously charged.
- Reversal of deposit posted to your account in error.
- Debit for Summary Adjustment not previously posted.
- Reversal of Credit for deposit previously posted.
- Debit for Chargeback never posted to your account.
- Debit for Electronic Draft Capture Batch error fee.
- Card Organization Merchant Chargeback/fraud monitoring fees – excessive Chargeback handling fees.
- Failure of transaction to meet Member Controller Authorization Service ("MCAS") – Cardholder account number on exception file.
- Original transaction currency (foreign) not provided.
- Travel Voucher exceeds maximum value.
- Debit and/or fee for investigation and/or Chargeback costs related to the MSA, or for costs related to our collection activities in an amount no less than \$100.00.
- Costs arising from replacement or damage to equipment rented.
- Payment of current or past due amounts for any equipment purchase, rental, or lease.
- Incorrect merchant descriptor (name and/or city, state) submitted.
- Incorrect transaction date submitted.
- Shipping and handling fees.

You are solely responsible to inform us in writing if you want any fees or other adjustments to be debited from an account other than your Settlement Account. You agree that in addition to any rights we have under the MSA, we can offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or accounts guaranteed by you, any of your principals, guarantors, or authorized signors. Alternatively, we may elect to invoice you for any such amounts, net due 30 days after the invoice date or on such earlier date as may be specified.

19. **Additional Limitation of Liability.** In addition to the limitation of liability set forth in the MSA, and notwithstanding anything in the MSA to the contrary, Provider and its Affiliates' cumulative liability, in the aggregate (inclusive of any and all claims made by customer against Provider

and/or its Affiliates, whether related or unrelated) for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever related to the American Express card acceptance, and regardless of the form of action or legal theory, shall not exceed the amount of fees received by Provider pursuant to this Addendum in the immediately preceding 12 months.

20. **Responsibility.** You shall, to the extent provided by state law, be responsible for your performance and the performance of your officers and employees related to this MSA, and not request that Provider assume liability for the performance of your and/or your officers and employees hereunder. As a matter of state law, you are subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, remains one of Provider's available remedies if it believes it has suffered any losses as a result of your breach of this MSA and you accept liabilities raised under such laws.
21. **Disclaimer of Warranties.** In addition to the disclaimers set forth in the MSA, Provider makes no representations, warranties, or covenants, express or implied with regard to the American Express card acceptance including the uninterrupted or error-free operation of the American Express card acceptance or non-infringement.
22. **Your Warranties.** You warrant all of the following: (i) To the best of your knowledge, all representations and statements made in the MSA, this Addendum, and any other related document, by you or on your behalf are true, accurate, and complete in all respects and you hereby authorize us to verify and confirm all information provided herein by any means at our disposal; (ii) you are engaged in a lawful business, which includes the sale of merchandise and/or services and are duly licensed to conduct such business under the laws of the state(s), county(s), city(s), and country(s) in which you operate; (iii) you shall not submit any payment transactions that violate any laws or any related state, county, city, or country or any Card Organization Rules and shall otherwise comply with all applicable laws, regulations, or rules in connection with your obligations under this Addendum; and (iv) that there are no outstanding or contemplated assignments, grants, licenses, encumbrances, security interests, liens, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Addendum and the rights and obligations herein.
23. **Special Provisions Regarding Non-Bank Cards.** Terms applicable to American Express transactions (which are addressed in Schedule A to the Bankcard Addendum) are amended as follows:
- You understand and agree that if, based upon your anticipated AMEX Card transaction volume you do not qualify for our full-service program (acceptance of American Express Card transactions pursuant to a direct agreement with us) but have otherwise been approved for accepting American Express transactions, your authorizations will be obtained from and funded by American Express. American Express will provide you with its own agreement that governs those transactions. You understand and agree that we are not responsible and assume absolutely no liability with regard to any such transactions, including but not limited to the funding and settlement of American Express transactions, and that American Express will charge additional fees for the services they provide.
24. **Compliance with Law.** For the avoidance of doubt, you acknowledge and agree that in connection with your obligation under the MSA to comply with all laws and regulations applicable to you (which are addressed in Section 10 of the MSA), you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling

Enforcement Act, 31 U.S.C. Section 5361, et seq., as may be amended from time to time, or those involving any Person listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac) or the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov), or for the processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control ("OFAC") or in connection with illegal activity of any kind. We likewise acknowledge and agree that in connection with our obligations under the MSA to comply with all laws and regulations applicable to us (which are addressed in Section 10 of the MSA).

25. **Survival.** Upon termination or expiration of this Addendum, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the Definitions and the provisions of Sections 3, 17.2, 18, 19, 20, 24, and 25 shall survive the termination or expiration of this Addendum.

Convenience Fee Addendum

Background

This Addendum adds the First Data Managed Convenience Fee service to your Merchant Services Agreement (MSA) between Bank and Customer. The terms of the MSA and this Addendum apply to the First Data Managed Convenience Fee service, but if anything in this Addendum conflicts with the MSA, the MSA will control. The First Data Managed Convenience Fee service (including its components) is a **Service** under the MSA.

Capitalized words or phrases that are not defined in this Addendum shall use the definitions given to them in the MSA.

Service Description.

Bank will provide Customer with the Service as described in this Addendum.

Service means the creation and operation of a [] portal and/or [] Interactive Voice Response (IVR) system and a gateway to allow you to submit internet payments from your customers with an appended convenience fee paid by your customers using credit, PIN debit, signature debit, and pre-paid debit cards and ACH. The Convenience Fee services includes the creation of a portal along with a gateway that allows you to connect for the payments submitted through the Portal or IVR.

The Portal will integrate with your website through a hyperlink. You will be able to provide reasonable input into the basic configuration of client logo, colors and field labels for the Portal.

The Portal will include the following capabilities:

- Provide the option to pay with a debit or credit card or via ACH Payment pages redirect your consumers to a hosted payment form. To accomplish this a “Checkout” button is displayed within an HTML form on Customer’s website.
- If the debit card can be authorized using Internet PIN debit, processor’s proprietary and patented PIN pad technology will be used to capture the PIN and submit the transaction for authorization to the applicable debit network. If not, the debit transaction will be processed as a signature debit transaction.
- The Portal will inform the customer of the requirement and amount of the convenience fee and obtain consent to levy the convenience fee or allow termination of the transaction. If the customer accepts, the transaction consisting of the amount due to you and the convenience fee for authorization will be submitted over the applicable debit or credit, network.
- Your customers will be provided the opportunity to provide an email address to receive notification of completion of the transaction.
- For convenience fee transactions pursuant to this Addendum, Customer will receive the principal amount owed to Customer and Bank will receive the convenience fee through settlement. Customer shall not be charged transaction authorization fees, gateway transaction fees, or related fees such as interchange or discount fees from the Card Brands or transaction fees related to ACH (eCheck) transactions.
- Chargebacks and associated chargeback fees are charged to Customer and netted daily. Service does not include dispute management and is Customer’s responsibility.

- Bank will daily batch the payments received and generate a payment file of amounts paid. Customer can receive an online report showing transactions processed on a range date using Processor's Business Track (SM)/Clientline reporting portal.

Graphical depiction of the typical steps involved in transaction flow:

Step	Step Description
Account Look-Up	Step 1: Your customer enters Account number to find amount due and other Account Details.
Choose to pay	Step 2: Your customer elects to make a payment against the amount due.
Collect card or eCheck details	Step 3: Your customer enters payment card or eCheck (ABA/DDA) details, if applicable.
Agree to convenience fee	Step 4: Your customer agreed to convenience fee in addition to amount due.
Payment Processing	Step 5: If your customer agrees to convenience fee, Processor facilitates the payment processing.
Payment Completion	Step 6: Processing will notify your customer of payment completion if email is provided. Then, Processor updates you on Payment status.

Fees.

The fees are set forth in Schedule B-7.

Term, Termination, and Amendment.

This Addendum begins on the latest date that appears in the signature block and continues in effect until the MSA expires or terminates, in which case, this Addendum will automatically terminate. Unless otherwise agreed, the Customer will go live on or before _____.

License, Restrictions, and Requirements.

Subject to the terms and conditions of this Addendum, Bank grants to Customer a non-sublicensable, royalty free, non-exclusive, nontransferable, revocable, limited license to use the Service during the term of this Addendum only for (1) the purpose of submitting payment transactions to Bank for processing, and (2) the purposes described in this Addendum. All references to the Service or its components in this Addendum include the applicable Software.

Subject to the terms and conditions of this Addendum, Bank grants to Customer a non-sublicensable, royalty free, non-exclusive, non-transferable, revocable, limited license to use the Documentation during the term of this Addendum only for the purpose of supporting Customer's use of the Service. Documentation means all manuals and other written materials in any form provided for use with the Portal, as amended from time to time.

Customer acknowledges that the Service and Documentation are Bank's intellectual property, and Customer must not cause or permit any third party to:

- Use the Service except as permitted by this Addendum or the Documentation or as permitted by Bank in writing;

- Use the Service or Documentation, either directly or indirectly, for benchmarking purposes or to develop any product or service that competes with the Service;
- Disassemble, decompile, decrypt, extract, reverse engineer, or modify the Service or otherwise apply any procedure or process to the Service in order to ascertain, derive, or use the source code or source listings for the Service or any algorithm, process, procedure, or other information contained in the Service;
- Provide the Service or Documentation to any third party, other than to Customer's authorized employees and Customer's contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of the Agreement;
- Use, modify, adapt, reformat, copy or reproduce the Service or Documentation or any portion thereof, except as is incidental to the purposes of this Addendum, or for archival purposes (any permitted copies must contain all appropriate proprietary notices);
- Rent, lease, upload, assign, sublicense, transfer, distribute, allow access to, or time share the Service or Documentation;
- Circumvent or attempt to circumvent any security measures of the Service;
- Attempt to access or actually access portions of the Platform or Service not authorized for Customer's use; or
- Use the Service in any unlawful manner or for any unlawful purpose.

The licenses granted under this Addendum may be subject to other licenses currently held by Bank or its subcontractors. If any license held by Bank to certain technology or software is terminated or suspended, the corresponding license(s) granted to Customer under this Addendum may also be terminated or suspended if Bank loses any relevant license.

Except for the limited licenses granted above, this Addendum does not grant Customer any rights or licenses (express or implied) in any patents, copyrights, trademarks, trade secrets, or other Intellectual Property Rights in or related to the Service, all of which are and will remain the sole and exclusive property of Bank, its vendors, or its licensors. Bank reserves and withholds all rights, title, and interests associated with the Service that are not expressly licensed to Customer in this Addendum. Bank may revoke this license if Customer (1) fails to comply with this Addendum, or (2) misuses the Service.

If Customer is acquiring the Software on behalf of any part of the United States Government (the Government), the following provisions apply: Any use, duplication, or disclosure by the Government is subject to the restrictions in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Bank is the contractor/manufacturer, with the address set forth below. Any use, modification, reproduction, release, performance, display, or disclosure of the Software and/or the accompanying documentation by the Government or any of its agencies will be governed by the terms of this Addendum and will be prohibited except to the extent expressly permitted by the terms of this Addendum.

The limited licenses provided above will automatically terminate when this Addendum terminates. Within five days after termination, Customer must either return or destroy the Software and the Documentation and must certify to Bank in writing that the return or destruction has occurred.

SCHEDULE E

PARTICIPATION AGREEMENT FOR MERCHANT PROCESSING SERVICES

This Participation Agreement for Merchant Processing Services ("Agreement") is entered into between _____ [insert Customer Name] ("Customer"), Truist Bank ("Bank" or "Servicer(s)") successor to STMS, L.L.C., and SunTrust Bank on [insert date] _____.

WHEREAS, on _____ [insert date] Servicers entered into a Master Services Agreement with the Office of the State Treasurer for the provision of bankcard, charge card and debit card acceptance, processing, settlement, and support services ("Services"); and

WHEREAS, the terms of the Master Services Agreement require Servicers to provide Services pursuant to the Master Services Agreement **and any subsequent revisions**, to certain authorized State of Georgia government agencies, commissions, departments, boards, authorities, bureaus, institutions, and local government entities ("Authorized Entity"); and

WHEREAS, Customer is an Authorized Entity and desires to receive Services pursuant to the Master Services Agreement;

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. Customer is an Authorized Entity, as defined above, and has received the approval of the Georgia Office of the State Treasurer to participate under the Master Services Agreement ("MSA").
2. Servicers hereby agree to provide Services to the Customer pursuant to the terms and conditions of the MSA which are incorporated herein by reference. The specific optional Services selected by Customer ("Product Addenda") and to be performed by Servicers include: _____.
3. Customer acknowledges receipt of a copy of the MSA and related addenda, Product Addenda and Operating Guide, and agrees to be bound by the terms and conditions therein.
4. Customer agrees that by executing this Agreement it shall be responsible for all Customer obligations set forth in the MSA, including payment of all fees and assumption of all financial obligations related to the Services received by Customer.
5. Upon termination of the MSA. Customer must negotiate a separate contract with Servicers in order to continue to receive Services.
6. Customer agrees and acknowledges that, in the event Customer is already receiving services which are substantially similar to the Services from Servicers as of the date first mentioned above, the MSA, addenda and Product Addenda amend and restate the existing terms of preceding services and will govern the Services after the execution hereof.
7. All notices and other communications to Customer required or permitted hereunder shall be sent to Customer at the following email address in accordance with the notice procedures specified in the Master Services Agreement: _____ [insert email address]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date set forth above.

(Customer Name)

Truist Bank

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE E

PARTICIPATION AGREEMENT FOR MERCHANT PROCESSING SERVICES

This Participation Agreement for Merchant Processing Services ("Agreement") is entered into between Fulton County, Georgia [insert Customer Name] ("Customer"), Truist Bank ("Bank" or "Servicer(s)") successor to STMS, L.L.C., and SunTrust Bank effective December 3, 2025.

WHEREAS, on July 24, 2024 Servicers entered into a Master Services Agreement with the Office of the State Treasurer for the provision of bankcard, charge card and debit card acceptance, processing, settlement, and support services ("Services"); and

WHEREAS, the terms of the Master Services Agreement require Servicers to provide Services pursuant to the Master Services Agreement ***and any subsequent revisions***, to certain authorized State of Georgia government agencies, commissions, departments, boards, authorities, bureaus, institutions, and local government entities ("Authorized Entity"); and

WHEREAS, Customer is an Authorized Entity and desires to receive Services pursuant to the Master Services Agreement;

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. Customer is an Authorized Entity, as defined above, and has received the approval of the Georgia Office of the State Treasurer to participate under the Master Services Agreement ("MSA").
2. Servicers hereby agree to provide Services to the Customer pursuant to the terms and conditions of the MSA which are incorporated herein by reference. The specific optional Services selected by Customer ("Product Addenda") and to be performed by Servicers include: All.
3. Customer acknowledges receipt of a copy of the MSA and related addenda, Product Addenda and Operating Guide, and agrees to be bound by the terms and conditions therein.
4. Customer agrees that by executing this Agreement it shall be responsible for all Customer obligations set forth in the MSA, including payment of all fees and assumption of all financial obligations related to the Services received by Customer.
5. Upon termination of the MSA. Customer must negotiate a separate contract with Servicers in order to continue to receive Services.
6. Customer agrees and acknowledges that, in the event Customer is already receiving services which are substantially similar to the Services from Servicers as of the date first mentioned above, the MSA, addenda and Product Addenda amend and restate the existing terms of preceding services and will govern the Services after the execution hereof.
7. All notices and other communications to Customer required or permitted hereunder shall be sent to Customer at the following email address in accordance with the notice procedures specified in the Master Services Agreement: accounts.receivable@fultoncountyga.gov.
8. This Agreement shall be effective o December 3, 2025. The initial term shall terminate on December 31, 2025, and shall automatically renew for annual terms beginning January 1 and ending December 31 each year through December 31, 2028, and then from January 1 through July 23, 2029, provided the Master Agreement remains in effect for each term, or unless otherwise terminated by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date set forth above.

FULTON COUNTY, GEORGIA

TRUIST BANK

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

By: _____

Name: _____

Title: _____

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Office of the Fulton County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0902

Meeting Date: 12/3/2025

Department

Finance

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

Request approval of a Participant Agreement for Merchant Processing Services with Truist Bank pursuant to the newly updated statewide Master Merchant Agreement for the provision of bankcard, charge card and debit card acceptance, processing, settlement, and support services. This Participation Agreement will be effective upon approval through December 31, 2025, and shall automatically renew annually from January 1 through December 31 through December 31, 2028, with a final term of January 1 through July 23, 2029, provided each renewal period is exercised by the State of Georgia, Office of State Treasurer Merchant Program, through July 23, 2029.

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

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

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

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 Office of the State Treasurer (OST) has executed three new Statewide Merchant Card Services Agreements (MSAs). As a result, OST now requires all participating entities to execute a new Participation Agreement in order to continue using Merchant Card Services (MCS) under these contracts. Fulton County currently utilizes the statewide contract with Truist/Fiserv and would also like to be able to utilize the Truist/TSYS contract to process electronic payments for several departments, including the Library, Senior Services, Police, Water

and Sewer, Public Works, and the Courts.

Scope of Work: NA

Community Impact: NA

Department Recommendation: It is recommended that the attached Master Service Agreement with Truist/TSYS, under the statewide contract for merchant card services, be approved in order to ensure continued processing of merchant card payments.

Project Implications: NA

Community Issues/Concerns: NA

Department Issues/Concerns: NA

Fiscal Impact / Funding Source

MASTER MERCHANT AGREEMENT AND MERCHANT PROGRAM GUIDE

This Master Merchant Agreement and Merchant Program Guide together with all Addenda attached hereto or incorporated into this document ("Master Agreement") are entered into as of July 24, 2024 ("Master Effective Date") by and between Truist Bank, successor in interest to Branch Banking and Trust Company, ("Bank" or "Truist") and the Georgia Office of the State Treasurer ("OST") on behalf of State of Georgia government agencies, departments, commissions, boards, bureaus, authorities, institutions and local government entities and non-state entities, including colleges and universities under the auspices of the Board of Regents, government authorities, local governments, qualifying non-profits, and, when authorized as an exception that execute a Participation Agreement in the form attached as Exhibit 1 (each entity referred by OST and executing such Participation Agreement a "Merchant" or "Party", or collectively "Merchants" or "Parties") for the merchant processing services identified herein ("Services"). The Services are subject to the terms and conditions contained herein which serves as the Bank's final response to the RFQB Event Number OST 23/001. For three years, beginning on the Master Effective Date ("Master Initial Term") with a maximum of two (2) one (1) year renewal terms ("Master Renewal Term"), the Bank is as an authorized and preferred provider of Services for Merchants. Each Merchant shall be responsible for its own individual performance and compliance with the terms of its Participation Agreement, including the terms of this Master Agreement, and OST may serve as a coordinator for the Services, but the OST shall not be a party to any such Participation Agreement.

The following "Addenda" are incorporated into this Master Agreement (check all that apply):

<input checked="" type="checkbox"/> Exhibit 1: Participation Agreement	<input checked="" type="checkbox"/> Exhibit 2.c ACH Terms and Conditions for Trust Commerce and Systems East, Inc.
<input checked="" type="checkbox"/> Exhibit 2.a: Grant Street Group, Inc. Terms and Conditions	<input checked="" type="checkbox"/> Exhibit 3: Pricing and Fees
<input checked="" type="checkbox"/> Exhibit 2.b: Systems East, Inc. Terms and Conditions	<input checked="" type="checkbox"/> Exhibit 4: Merchant Agreement

The requirements, conditions, and terms memorialized in the Request for Qualified Bank and in Bank's proposal and its responses to the Mandatory Requirements, Mandatory Questions, Additional Questions, General Account Questions and Pricing Proposal, as well as representations made in Bank's oral presentation, are hereby incorporated into the Master Agreement by reference.

Bank and OST agree that OST and Merchants will review service invoices and notify Bank of errors within 90 days of the date of the invoice. Bank will cooperate in good faith to remedy any verified invoice errors. Further, subject to mutually agreed limitations and the Master Agreement, Bank may reimburse OST for third-party claims and related losses directly arising out of the Bank's breach of warranty, covenant or obligation under the Master Agreement, or arising directly out of any misrepresentation, negligence or willful misconduct of Bank, Bank's employees, or Bank's agents. Nothing in this section shall limit other rights or remedies available to either party.

Bank and OST agree that OST may terminate the Master Agreement at its convenience upon prior written notice, effective one-hundred and eighty (180) days after such notice.

Bank shall endeavor to provide OST with reasonable advance notice, preferably at least two (2) years, unless unforeseen circumstances prevent such notice, prior to initiating any third-party processor system conversion which results in a material adverse impact to the Services. Bank agrees to compensate OST for necessary and unavoidable transition costs directly related to Bank's decision to discontinue the availability of a third-party processor system.

OST and Bank agree that the pricing attached hereto as Exhibit 3 – Pricing and Fees shall govern the pricing for Services beginning on the Master Effective Date.

Each Party agrees that a signature sent to the other Party by electronic or facsimile transmission shall be effective to bind the Party whose signature was transmitted. Each Party warrants and represents to the other that it hereby adopts the word [SEAL] as its seal and the intent that this Master Agreement be signed by it under seal and treated as a sealed instrument. By signing below, each Party hereby agrees to the terms and conditions of this Master Agreement.

This Master Agreement shall be governed by and construed in accordance with Georgia law, without regard to its conflict of laws rules or any other rules directing referral to foreign law or forums. Any action brought to assert any right or remedy pertaining to this Master Agreement shall be brought exclusively in the Superior Court of Fulton County, Georgia. Each party expressly submits and consents in advance to such jurisdiction and waives any objection based upon lack of personal jurisdiction, improper venue or forum non-conveniens.

All notices and other communications to OST required or permitted under the Master Agreement and any Addenda shall be sent to OST at the following email address in accordance with the notice procedures specified in the Merchant Agreement: ostbanking@treasury.ga.gov. All notices and other communications to Bank required or permitted under the Master Agreement and any Addenda may be sent to Bank in accordance with the notice procedures specified in the Merchant Agreement, including via email to merchantrisk@truist.com.

No amendment to this Master Agreement shall be binding on either party unless it shall be in writing, executed by the duly authorized representative of each party, and by express reference incorporated into and made a part of this Master Agreement.

This Agreement supersedes all prior negotiations, discussions, statements, and agreements between the parties with respect to the Services under this Master Agreement. This Master Agreement constitutes the entire agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein and/or incorporated by reference. No agent, officer, representative, or attorney for either party has the authority to make any statement, representation, or agreement amending or supplementing the provisions of this Master Agreement except as provided herein.

The intent of this Master Agreement is to provide one set of standardized terms and conditions to be utilized for multiple relationships within the United States between Merchants and Bank. Each Addendum to this Master Agreement ("Addendum" and collectively, the "Addenda"), whether entered into concurrently herewith or hereafter, will contain terms, operational descriptions, specifications and associated pricing specific to those Services contemplated thereunder. Each Addendum will be subject to this Master Agreement unless the applicable Addendum provides that additional and/or other terms and conditions apply. Except to the extent otherwise expressly set forth in this Master Agreement or an

Addendum, references to this Master Agreement shall be deemed to include each Addendum and references to each Addendum shall be deemed to include this Master Agreement.

Each Merchant under this Master Agreement shall have the rights and obligation set forth herein, and OST will not be directly liable to Bank or any other Merchant hereunder with respect to any Merchant party to this Master Agreement.

In the event that any terms contained in any Addendum to the Master Agreement conflict with the terms above, the terms of the Master Agreement set forth above will control.

OST: Georgia Office of the State Treasurer By <u>[Signature]</u> [SEAL] Date: <u>8-6-2024</u> Name: <u>Steven N. McCoy</u> <u>State Treasurer</u> Title: <u>[Signature]</u>	Bank: Truist Bank E-SIGNED by Lisa Orman By <u>on 2024-07-24 11:35:37 EDT</u> [SEAL] Date: <u>July 24, 2024</u> Name: <u>Lisa Orman</u> Title: <u>Product Management Leader</u>
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[End of Master Agreement, Exhibits attached below]

EXHIBIT 1:
PARTICIPATION AGREEMENT FOR MERCHANT PROCESSING SERVICES

This Participation Agreement for the Master Merchant Agreement and Merchant Program Guide between the Georgia Office of the State Treasurer and Truist Bank dated _____, 2024 (the Master Merchant Agreement and Merchant Program Guide between the Office of the Georgia State Treasurer and Bank dated _____, 2024 shall be referred to as the "Master Agreement") and (this participation agreement shall be referred to as the "Participation Agreement") is entered into between _____ ("Merchant"), and Truist Bank ("Bank"), successor in interest to Branch Banking & Trust, as of ("Participation Effective Date"). Georgia Office of the State Treasurer and Bank are collectively referred to as "Servicers".

WHEREAS, the Servicers entered into the Master Agreement for the Services contained therein; and

WHEREAS, the terms of the Master Agreement and any subsequent revisions, provide the terms for the Services to certain Authorized State of Georgia government agencies, departments, commissions, boards, bureaus, authorities, institutions and local government entities and non-state entities, including colleges and universities under the auspices of the Board of Regents, government authorities, local governments, qualifying non-profits, and, when authorized as an exception ("Authorized Entity"); and

WHEREAS, the Merchant desires to use the Services in the Master Agreement under the terms of the same;

NOW THEREFORE, the parties to this Participation Agreement hereby agree as follows:

1. Merchant is an Authorized Entity, as defined above, and has received the approval of the Georgia Office of the State Treasurer to participate under the Master Agreement. Merchant represents and warrants that it has been vested with the necessary power and authority to enter into this Participation Agreement with Bank on the Participation Effective Date, for the terms as contained in Section 5.1 of the Truist Merchant Agreement (Identified in the Master Agreement as Exhibit 4).
2. Bank may provide Services to the Merchant pursuant to the terms and conditions of the Master Agreement which are incorporated herein by reference and in accordance with the Bank's underwriting and onboarding criteria.
3. Merchant acknowledges receipt of a copy of the Master Agreement and all of its addenda, attached hereto as "Attachment A" and Merchant agrees to be bound by the terms and conditions of each therein.
4. Merchant agrees that by executing this Participation Agreement it shall be responsible for all Merchant obligations set forth in the Master Agreement and Addenda to the Master Agreement, including payment of all fees and assumption of all financial obligations related to the Services.
5. Upon termination of the Master Agreement, Merchant must negotiate a separate contract with Bank in order to continue to receive Services and it is the obligation of the Merchant for all obligations of continued provisions of Services or any merchant related services.

6. Any Merchant receiving Services from Bank prior to the Participation Effective Date may assume the accounts and credentials utilized by Merchant and Bank prior to the Participation Effective Date.
7. All notices and other communications to Merchant required or permitted under the Master Agreement and any Addenda shall be sent to Merchant at the following email address in accordance with the notice procedures specified in the Merchant Agreement: _____[insert email address]

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as the date set forth above.

(Merchant's Name)

TRUIST BANK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit No. 2a

Event Number:	RFQB# OST 23/001
Event Title:	Merchant Card Services
Awarded Vendor:	Truist Bank
Vendor's Solution Provider:	Grant Street Group, Inc.

In accordance with the above referenced Event Number, this Exhibit No. 2a becomes a part of the Truist Bank ("Bank") Master Merchant Agreement and Merchant Program Guide with the Office of State Treasurer ("OST"), effective upon execution. Pursuant to Bank's Master Merchant Agreement and Merchant Program Guide, this Exhibit No. 2a provides additional detail with respect to the services of Bank's convenience fee payment processing solution provider, Grant Street Group, Inc., a Pennsylvania S corporation ("Grant Street").

Grant Street's web application for electronic payment processing, PaymentExpress, provides a means for OST, State and local entities, collectively referred to as Merchants, to accept electronic payments for transactions, including, for example, payments for taxes, motor vehicle, vessels, and mobile home registrations, titles, licenses, and other miscellaneous permits and fees. PaymentExpress services will be provided to Merchants subject to acceptable terms and conditions agreed upon by Grant Street and the Merchants, and in accordance with the fee schedule below.

Grant Street's PaymentExpress solution uses the convenience fee model in which the fees are charged to the individual or entity making an electronic payment ("Payor"). Convenience fees will be separated from Merchants funds and will never be deposited into the Merchants' account. The Merchants will not incur any cost for the service, except as otherwise agreed to by the parties, and will also be provided free payment terminals (if the entity processes sufficient payment volume per device, as explained below). There will be no cost to Merchants for chargebacks, or any other kind of fee or cost. Merchants will also have complete control over debits to their account (including for chargebacks).

PaymentExpress is a full featured, zero cost solution, which includes the following:

- Free EMV chip card payment terminals, supporting PIN Debit, Point-to-Point Encryption (P2PE) and contactless (one free payment terminal for every \$100,000 annual volume of in-person payments processed)
- Free software
- Free chargeback management
- Free training
- Free software upgrades
- Free reporting
- Free signage for point-of-sale locations, indicating card brands accepted and convenience fee rates
- Free integration with standard PaymentExpress interfaces
- Free bilingual Interactive Voice Response IVR implementation if IVR takes greater than \$100,000,000 annual volume in card payments, otherwise \$225 per development hour
- No fees per chargeback event
- No charges for returned e-checks
- No monthly invoice fee, data file transfer fee, or any other kind of itemized fee

Card Payment Convenience Fees

- 2.5% (\$1.95 minimum fee) for Mastercard, VISA, American Express, Discover, and Signature Debit

Discounted card pricing is based on historic or expected Merchants volume (expected Merchants volume is determined by Grant Street at its discretion):

Annual Merchants Card Volume Processed by Grant Street:*	Convenience Fee Rate:
\$0 - \$15,000,000	2.50% (\$1.95 minimum Fee)
\$15,000,000.01 - \$30,000,000	2.45% (\$1.95 minimum Fee)
\$30,000,000.01 - \$50,000,000	2.40% (\$1.95 minimum Fee)
\$50,000,000+	2.35% (\$1.95 minimum Fee)

*discounted pricing will not apply to Merchants where business payments (business payments include, but are not limited to: business taxes, community development, environmental management, and other types of business tax and permit payments) are the primary payment type.

Flat rate PIN debit fee for in-person transactions

Average PIN Debit Payment Amount	PIN Debit Convenience Fee
\$0.00 - \$499.99	\$1.95
\$500.00 - \$999.99	\$2.95
>\$1,000.00	\$3.95

In the event some Merchants are not able to offer a percentage-based convenience fee due to Payment Network rules, or the Merchants may prefer a flat rate convenience fee, we offer flat rate convenience fees as follows (based on overall average card payment, and applied to all payments in that payment channel, for example, web):

Average Tender Type Payment Amount	Card Convenience Fee	E-Check Convenience Fee**
\$0.00 - \$79.99	\$1.95	\$0.95
\$80.00 - \$99.99	\$2.25	\$0.95
\$100.00 - \$119.99	\$2.75	\$0.95
\$120.00 - \$139.99	\$3.25	\$0.95
\$140.00 - \$159.99	\$3.75	\$0.95
\$160.00 - \$179.99	\$4.25	\$0.95
\$180.00 - \$199.99	\$4.75	\$0.95
\$200.00 - \$219.99	\$5.25	\$0.95
\$220.00 - \$239.99	\$5.75	\$0.95
\$240.00 - \$259.99	\$6.25	\$0.95
\$260.00 - \$279.99	\$6.75	\$0.95
\$280.00 - \$299.99	\$7.25	\$0.95
Above \$300.00	2.5%	\$0.95

**see 'Discounted e-check pricing based on volume' below. Based on annual Merchants e-check transaction volume, the e-check fee can be lower than stated above.

E-check Payment Fee

- \$0.95 convenience fee to Payor

Discounted e-check pricing is based on historic or expected Merchants volume (expected Merchants volume is determined by Grant Street at its discretion):

Annual Merchants E-check Transaction Volume Processed by Grant Street:	E-check Convenience Fee Rate:
0 – 100,000	\$0.95
100,001 – 200,000	\$0.75
>200,000	\$0.50
If annual Merchant card volume processed by Grant Street is \$50,000,000+	No charge – Grant Street will pass a fully formatted NACHA file to the State’s banking services provider.

Cash Payments

Cash payment (through PayNearMe) is a payment service that can be integrated with PaymentExpress. This allows cash payments to be accepted at locations such as CVS, 7-Eleven, and Family Dollar. There will be no fee to the Merchants for utilizing this service. A convenience fee, agreed upon by the parties, would be paid by the Payor for this service.

Other Costs

This is a zero-cost solution for the majority of Merchants, with the following possible exceptions:

1. Equipment

Free EMV chip card payment terminals, supporting PIN Debit, Point-to-Point Encryption (P2PE) and contactless (one free payment terminal for every \$100,000 annual volume of in-person payments processed). These devices will be owned and maintained by the Merchants, which will be responsible for obsolescence or replacement after initial installation.

2. Development Fees

Grant Street’s e-payment service’s Standard Integration (see below for definition) is highly flexible and will be implemented for the Merchants at zero cost. In the unlikely event a service, feature, or Application Protocol Interface (API) change is required, Customer Development (see below for definition) will be charged at \$225 per hour. This Customer Development fee may be waived, dependent on the Merchants’ payment volume, or other circumstances (see the Customized Development section below). Grant Street will work with the Merchants to find a suitable option using its existing API and feature-set undertaking this work.

Standard Integration

Merchants that elect to use PaymentExpress will have the following ‘Standard Integration’ provided at no-charge at setup:

- Creation of Merchants ID
- Merchants setup in the PaymentsExpress application, including: locations, channels, tenders, payment items, and all other basic settings
- A business analyst or similar contact for Merchants and Merchants third-party software vendors to contact regarding questions and issues
- Merchants training
- Creation of a PaymentExpress website using Merchants colors and logo. This can be a PaymentExpress site where payers choose accounts to pay, and then make their payment entirely on the PaymentExpress site, or a “re-direct” site, where the Merchants’ site is used for account lookup

and selection, then the payer is automatically re-directed to PaymentExpress pages for card/e-check payment.

- If API interaction is needed, then Merchants or Merchants' third-party software provider will code to PaymentExpress' API. PaymentExpress coding to Merchants or Merchants' third-party software provider falls under 'Customized Development'.
- Import of an account lookup file in a standardized Comma Separated-Value (CSV), pipe-delimited or fixed-width format
- Support for standardized remittance files (a file indicating that a payment has been made) in CSV, pipe-delimited, or fixed-width formats
- Testing of Merchants' PaymentExpress setup (in-person, web, and IVR)
- IVR services supporting account lookup and payment (see IVR volume requirement)
- PaymentExpress supported hardware will be configured and shipped to Merchants (see equipment volume requirement). Currently, PaymentExpress supported hardware is the iPP320, iPP350, and the iSC250 (PAX S300 may be supported in the future).

After setup, the Merchants will receive ongoing access to the PaymentExpress system, reporting, and all other standard operational services, provided at no charge.

Customized Development

Customized Development is anything Grant Street determines to be outside of 'Standard Integration' (see above). If Customized Development is needed by the Merchants, then the following rates will apply, based on historic or expected Merchants volume (expected Merchants volume is determined by Grant Street at its discretion, if no historical volume is available):

Annual Merchant Card Volume Processed by Grant Street:*	Custom Development Cost (see 'Standard Integration' above)***
\$0 - \$5,000,000 <u>OR</u> 0-50,000 transactions	\$225 per hour
\$5,000,000.01 - \$10,000,000 <u>OR</u> 50,001 - 100,000 transactions	10 hours at no charge, then \$225 per hour
\$10,000,000.01 - \$15,000,000 <u>OR</u> 100,001 - 150,000 transactions	25 hours at no charge, then \$225 per hour
\$15,000,000.01 - \$30,000,000 <u>OR</u> 150,001 - 300,000 transactions	50 hours at no charge, then \$225 per hour
\$30,000,000.01 - \$50,000,000 <u>OR</u> 300,001 - 500,000 transactions	75 hours at no charge, then \$225 per hour
\$50,000,000.01+ <u>OR</u> 500,000+ transactions	150 hours at no charge, then \$225 per hour

***Grant Street may increase the hours of Customized Development provided at no charge to the Merchants at its sole discretion.

3. IVR (Interactive Voice Response)

Free bilingual IVR implementation if IVR takes greater than \$1,000,000 annual volume in card payments.

PaymentExpress Designated Contact

Grant Street's PaymentExpress Product Manager, Phil Runyard, will be the primary point of contact for Merchants that use PaymentExpress.

- **Phone:** (412) 391-5555.
- **Email:** phil.runyard@grantstreet.com

Exhibit No. 2b

Event Number:	RFQB# OST 23/001
Event Title:	Merchant Card Services
Awarded Vendor:	Truist Bank
Vendor's Solution Provider:	Systems East, Inc.

- Xpress-pay.com Enrollment Agreement

[Embed pdf of Enrollment Agreement is necessary]

THIS SECTION INTENTIONALLY BLANK

Xpress-pay.com

The Universal Collection Solution from Systems East, Inc.

Enrollment Agreement





Enrollment Agreement

Thank you for enrolling with Xpress-Pay.com, the Universal ePayment Solution from Systems East, Inc. Your enrollment allows you to collect any type of payment or donation, by Internet, mobile device, or touchtone telephone, twenty-four hours a day. We will provide and maintain the web site and financial transaction interface; you are responsible for any information which is hosted by the site and under your jurisdiction. Initial training and continuing support are included with your enrollment.

To inform customers/patrons of your participation, you agree to include a link on your website and provide a notice on bills. To facilitate ePayments, a merchant account is required. Visitors may be charged a site fee in accordance with the chart set forth on page two. The complete terms or services and policies may be viewed at www.xpress-pay.com/admin/pdfs/enrollment_policies.pdf.

Merchant legal name		
Merchant DBA name	(optional)	
Contact name & telephone (for account set up)	Name	Telephone
Contact email		
Billing contact	Name	Email address
Physical address		
Systems East representative		
ISO/ISV	Company	Representative
ISO/ISV referral target (1)	Email	Telephone (optional)

Processing structure

Payment channels	<input type="checkbox"/> Web/Mobile	<input type="checkbox"/> Touchtone (IVR) Payments
Payment types	<input type="checkbox"/> Credit/debit cards	<input type="checkbox"/> eChecks
Site fee structure	<input type="checkbox"/> Paid by merchant ⁽²⁾	<input type="checkbox"/> Pass-thru, single ⁽³⁾ <input type="checkbox"/> Pass-thru, separate ⁽⁴⁾
Interface type	<input type="checkbox"/> Standard	<input type="checkbox"/> Secure Payment Portal
For Secure Payment Portal, software provider technical contact name and telephone		
Description of payments or bills to be collected		
Special Instructions		

Xpress-pay.com Schedule of Fees

Enrollment and annual renewal	Enrollment \$99.00	Annual renewal \$
Recurring payments	<input type="checkbox"/> Yes (add \$100)	
Posted bills (EBPP)	<input type="checkbox"/> Yes (add \$100)	
Touchtone telephone payments (IVR)	If selected on prior page, \$150 plus \$1.00 per transaction	
Monthly account maintenance fee	\$10.00	
Swipe readers	Number of units @ \$100 each:	

Credit/debit card fees	<input type="checkbox"/> Pass-thru of site fee	<input type="checkbox"/> All fees paid by Merchant
Transaction fees borne by merchant	All provider fees less pass-thru fees below	All
Transaction fees borne by visitor	As specified below	None
Pass-thru rates*	_____ % plus \$ _____	Determined by provider, Paid by merchant
Xpress-pay site fee per transaction	_____ % plus \$ _____	_____ % plus \$ _____
Total paid by visitor (sum of the above two lines)	0.00% plus \$0.00	0% + \$0.00

eCheck fees		
Pass-thru* transaction fee	_____ % plus \$ _____	Determined by provider, Paid by merchant
Pass-thru* account verification fee	_____ % plus \$ _____	Determined by provider, Paid by merchant
Xpress-pay site fee per transaction	_____ % plus \$ _____	_____ % plus \$ _____
Total per transaction fee paid by visitor (sum of the above three lines)	0.00% plus \$0.00	0% + \$0.00

*Routing of all pass-thru fees is determined by the selection in the Site fee structure on page one and as defined below in items 2-4. Note that a) the sum of the pass-thru Xpress-pay percentage is limited to 3%, and b) we do not permit pass-thru of site fees on donations.

- (1) For our resellers and partners: The Xpress-pay on-screen receipt contains hyperlinks allowing interested parties to contact us for more information. Complete this section to alternatively redirect these referrals to you.
- (2) Payments do not include a site fee. All proceeds are deposited in the merchant's bank account. The merchant's bank account will be debited for all accrued Xpress-pay fees.
- (3) Each payment includes a site fee and is processed as a single transaction. All proceeds are deposited in the merchant's bank account. The merchant's bank account will be debited for all accrued Xpress-pay fees.
- (4) Each payment includes a site fee, which is charged as a separate, secondary transaction. Payment proceeds and site fees are deposited in separate bank accounts. An additional merchant account is required, unless the site fees are to be received, managed, and remitted to Systems East by a third party through prior arrangement with Systems East. In either case, Systems East will debit the site fee bank account for all accrued Xpress-pay fees. This option is not available with all merchant providers.

Xpress-pay.com Enrollment Agreement

Additional terms and conditions:

- Public awareness is an imperative in the success of this eCommerce endeavor. As a component of your acceptance, you agree to notify your customers of their ability to pay (or donate as applicable) through Xpress-pay. This could include a prominent message such as a "Pay bills online" link including the Xpress-pay.com logo (as above and in perspective) on the home page of your website, and a notification and URL such as "Pay online at www.xpress-pay.com" on printed or emailed bills. For mobile payments, this would include a hyperlink or QR code on your website, mailed and emailed bills, or other media.
- If the option to accept mobile or telephone payments is not selected at the time of execution hereof, you may add the option at any later date through a written or emailed notification for the cost set forth herein.
- Accrued Xpress-pay fees will be debited from the bank account specified below within ten days of the close of each month. To continually facilitate same, you authorize a) the merchant provider(s) to share with System East information regarding bank account changes that may affect our ability to place debits, including replacement bank account information, and b) the authority to debit the replacement account.
- To facilitate Xpress-pay debit transactions for accrued fees, the following banking information is required.

Direct Debit Account Information ■ Attach copy of bank deposit slip or voided check	
Name on account	
Address, city/state/zip	
Bank name	
Account type	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Routing & Account number	Nine-digit routing#:

Acceptance

Approval and acceptance	Merchant
Signature	
Printed name	
Title	
Date	

Exhibit No. 2c

Event Number: RFQB# OST 23/001
Event Title: Merchant Card Services
Awarded Vendor: Truist Bank
Vendor's Solution Provider: Truist Bank ACH for TrustCommerce and Systems East, Inc.

AUTOMATED CLEARING HOUSE ("ACH") SERVICE ATTACHMENT

THIS ACH Service Attachment ("ACH Attachment") supplements the Master Merchant Agreement and Merchant Program Guide ("Master Agreement").

1. **Service.** Subject to the terms and conditions contained in the Master Agreement and the Commercial Bank Services Agreement, applicable for any deposit accounts opened at the Bank ("CBSA"), Bank may furnish Merchant with ACH Services ("Services") in accordance with the terms herein and the Bank's under-writing standards for the Services. Merchant agrees to pay for all said Services in accordance with this Master Agreement and the Pricing and Fees attached as Exhibit E thereto. Initiation by Merchant of the Services constitutes acceptance of the terms and conditions of this ACH Service Attachment and the CBSA.

2. **Merchant's Duties.** Merchant shall:

- a) Perform and observe all conditions, covenants, and restrictions as set forth in this ACH Attachment, and if required by Bank, maintain, at a minimum, a Deposit Account at Bank subject to the CBSA.
- b) Warrant that Merchant is fully authorized to effect transaction concerning any account, whether or not in Merchant's name, that at Merchant's request is the subject of, or is affected by, any Service.
- c) Carefully examine any statement, notification or confirmation of a transaction and notify the Bank within 30 days of the statement date of any errors, discrepancies, or fraudulent transactions. Merchant agrees that the Bank will not be liable for any erroneous, unauthorized, or fraudulent transaction resulting from the Merchant's failure to safeguard any security or access device used in connection with any Services or its failure to reasonably supervise its employees or agents entrusted with the security or access device. Merchant agrees to conduct a detailed background check of all employees or agents having authority to implement any cash management transaction and to periodically check such others' work. The Merchant further agrees that the Bank will not be liable for any erroneous, fraudulent, or unauthorized transaction which was not otherwise caused by the Bank's negligence or willful misconduct.

3. **Bank's Duties.** Bank shall:

- a) Instruct Merchant and its personnel in the proper use and operation of the Services furnished herewith.

- b) Exercise ordinary care in the performance of Bank's obligations under the Master Agreement and any Addenda, including the maintenance of the confidentiality of Merchant's account and of any identification device, symbol, or code utilized by Merchant in obtaining a Service.
- c) Not be responsible for any liability, loss, or damage resulting from any delay in its performance of, or from any failure to perform, its responsibilities under this ACH Attachment, or for any error in transmission which: (i) was not caused by the Bank's negligence or willful misconduct; (ii) results from any malfunction, including date related processing, that may occur in Merchant's computer software or computer system; or (iii) from an act of God; a natural catastrophe or event, whether or not abetted or aggravated by human or unnatural agencies; the unavailability, interruption, or malfunction of communications facilities or utilities; acts of, delays, or failures to act by other banks or Bank's intermediaries or their personnel; and criminal acts by persons other than Bank personnel; or any other circumstances beyond the Bank's control.
- D) Consistent with any security procedures agreed upon between Bank and Merchant, confirm the identity of any person executing a transaction pursuant to the Master Agreement or any Addendum. The Bank, otherwise, may rely upon any written or verbal instruction by any person if the bank reasonably believes such authority is genuine and shall not be liable or responsible for any action taken or not taken in accordance thereof.
- e) In the event of Merchant's failure to perform or observe any of the conditions, covenants, and restrictions herein set forth, or if in the good faith opinion of Bank, the Merchant is involved in illegal or unethical business practices or is financially unstable and/or the prospect of payment or performance has been impaired, then in addition to any other available remedies, Bank may terminate this ACH Attachment or any Service immediately by giving written notice to Merchant.

4. Miscellaneous.

- a) Bank may hereafter provide notice to Merchant in writing; to Merchant when mailed, postage prepaid, or delivered to Merchant's current address, as shown on Bank's records.
- b) All information, whether printed, written, or oral, furnished by either party shall be held in confidence and used only for the purpose of furnishing or utilizing Services rendered herewith and in compliance with the CBSA. Information or materials may be disclosed to the extent required by law (including the Georgia Open Records Act OCGA 50-18-70 et Seq.).
- c) The invalidity of any provision of this ACH Attachment, either in its entirety or in any particular circumstance, shall not impair the validity of the remaining provisions or the validity of such provision in any other circumstance. The laws of the State of Georgia shall govern and determine all matters arising out of or in conjunction with this ACH Attachment without regard to the choice of law provisions of Georgia Law. In the event any proceeding of quasi-judicial or judicial nature is commenced in connection with this ACH Attachment, such proceedings shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which shall be available to Merchant and the State of Georgia.

5. **ACH Services.** In consideration of the furnishing of ACH services by Bank to Merchant, Merchant agrees to comply with and be bound by the terms hereof. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the NACHA (National Automated Clearing House Association) Rules (the “Rules”). The Merchant is required to understand and comply with the NACHA Rules. Copies of the Rules book may be obtained through NACHA.org or EastPay.org, a regional ACH payment association, of which Bank is a member. The term “Entries” shall have the meaning provided in the Rules and shall also mean the data received from Merchant hereunder from which Bank prepares Entries.

GENERAL PROVISIONS APPLICABLE TO ALL ENTRIES

- A. **Compliance with ACH Attachment and Applicable Law.** Merchant agrees to initiate credit and debit Entries pursuant to and in accordance with the terms of this ACH Attachment, and to comply with the laws of the State of Georgia, the laws of the United States of America, including but not limited to promulgations of the Office of Foreign Asset Control (“OFAC”), and the Rules.
- B. Merchant agrees that Bank is authorized to originate ACH Credit and/or Debit Entries on Merchant’s behalf.
- C. **Transmittal and Monitoring of Entries by Merchant.** Merchant shall transmit Credit and/or Debit Entries to Bank in the agreed upon medium and format and will use the highest level of security inherent in the system, including all password controls. In order to facilitate compliance with the Master Agreement and the Rules, Merchant agrees to regularly monitor its return ratio for transmitted Entries. The total dollar amount of Entries transmitted by Merchant to Bank across multiple Settlement days shall not exceed the identified exposures as set forth within the Request for Service – ACH Risk Management Worksheet. The types of Entries transmitted by Merchant to Bank shall be limited to the types of Standard Entry Class (SEC) as indicated on the Request for Service.
- D. **Security Procedures.** The Merchant agrees that the authenticity of an Entry will be verified as being that of the Merchant using one of the following applicable security procedures:
 - i. Electronic Entries Security Procedure. For any Entries initiated by the Merchant by the use of a personal computer, terminal or a touch-tone telephone in connection with ACH Services provided by Bank, Merchant will be requested to adhere to the specific Security Guidelines as provided with each ACH product. Merchant acknowledges that prior to sending any Electronic Entries using any such Service, Merchant is required to complete and deliver to Bank a Request for Service form. If applicable, Bank will provide the Merchant with a satellite copy of software and documentation (the “Software” and “Materials”) to be used by the Merchant to generate ACH Entries. Merchant agrees that the Software and Material is the property of and considered confidential and proprietary to the interests of Bank, that Bank is entitled to all legal and equitable remedies to protect its interests, and that Merchant shall make no claims of interest or ownership in the material or Software. Merchant agrees that the Software and Material will be maintained as confidential for the sole benefit of Bank, and Merchant will not allow the Material or Software to be disclosed, reproduced, copied or otherwise described or used in any way and agrees to warrant such upon the return of the Software and Material to Bank. Information or materials may be disclosed to the extent required by law (including the Georgia Open Records Act OCGA 50-18-70 et Seq.).

- ii. Proper Equipment/Maintenance. Merchant shall obtain and maintain in good working order, at Merchant's expense, the appropriate communication software and equipment for establishing connection to the ACH Service. Such software and equipment shall conform to the standards established by the Bank and published in the Material. Bank shall not be liable for the failure to perform any services due to improper equipment or failure of equipment, such as telephone lines, modems, communication software, or personal computers maintained by or on behalf of the Merchant.
- iii. Direct Send/Main Frame Transmission. Bank shall provide Merchant with instructions for accessing the ACH Service and Initiating Entries, and with any necessary security user identification. Merchant agrees to use the security procedure when delivering Entries or Reversal/Deletion requests to Bank. The purpose of the security procedure is to verify authenticity of Entries and Reversal/Deletion Requests delivered to Bank in Merchant's name and not to detect errors in the Transmission or content of Entries. The NACHA Rules govern if they conflict with Bank's User Instructions or Documentation. Bank may, at its option, verify transmission by contacting designated authorized Merchant representatives, and Bank may elect not to act on a transmission for Merchant's protection, if Bank is unable to obtain proper verification satisfactory to Bank.
- iv. Employee Security/Authorized Representatives. Merchant has identified and designated select employees as operators of the ACH Service ("Authorized Representatives") and has authorized Bank to provide such Authorized Representatives with access to the instructions and Codes for the purpose of originating ACH credits and/or debits to designated accounts. Merchant shall be solely responsible for the security of the instructions and Codes and for limiting access thereto, to Authorized Representatives. Merchant takes all risks of Merchant's accidental disclosure or inadvertent use of passwords by any users whatsoever, whether such disclosure or use is caused by Merchant negligence or otherwise. Merchant will be responsible for all communications received by Bank which are identified by a proper transmission password, whether or not such requests were properly authorized or made by Merchant, its agents, representatives, employees or officers, so long as such communications are identified by a correct transmission password. Bank's records and logging system shall be conclusive for transfers and shall be, absent manifest error, binding upon Merchant.

E. Processing, Transmittal and Settlement by Bank.

- i. Except as otherwise provided for herein, Bank shall: (i) process properly formatted Entries received from Merchant which conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Bank to an ACH Operator chosen by Bank (the "ACH Operator"), and (iii) settle for such entries as provided in the Rules.
- ii. The Merchant shall deliver the Entry and origination of each transaction to the Bank's Automated Clearing House (ACH) Services Section at the location specified by Bank, not later than the applicable processing deadlines specified by Bank in its ACH User Documentation. The "Settlement Date" with respect to an Entry shall be the day when such Entry is posted to the account of the Bank by the Federal Reserve Bank in accordance with the Rules. Entries will be deemed received by the Bank with the complete file is received by the Bank.

- iii. If any of the requirements of clause (ii) of Section E are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.
- F. **On-Us Entries.** Except as otherwise provided herein, in the case of an Entry received for credit to an account maintained with Bank (an “On-us Entry”), Bank shall credit the Receiver’s account in the amount of such Entry on the Effective date contained in such Entry, provided that the Entry is received timely in accordance with section E(ii). If the Entry is not received timely, Bank shall use reasonable efforts to credit the Receiver’s account on the next business day following such Effective Entry Date contained in such Entry.
- G. **Rejection and Return of Entries.** Bank may reject any Entry which does not comply with the requirements of Section D or E Bank shall have the right to reject an On-us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if Merchant has failed to comply with its account balance obligations under Sections J and K herein. Bank shall promptly notify the Merchant of such rejection or of the receipt of a returned Entry from the ACH Operator, and may furnish such notice electronically, orally by telephone, facsimile transmission, first class mail or private delivery service. Bank shall have no liability to Merchant by reason of the rejection of any such Entry. If Entries are returned or rejected, Merchant shall remake such Entries. The Bank shall remake such Entries if rejection or return is due to mishandling by Bank and sufficient data is available to Bank to permit it to remake such Entries.
- H. **Cancellations or Amendment By Merchant.** Merchant shall have no right to demand the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Merchant for cancellation or amendment of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-us Entry, prior to crediting a Receiver’s account.
- I. **Payment/Settlement.** Merchant shall pay Bank the amount of each Entry transmitted by Bank pursuant to the ACH Attachment on the Settlement Date. If ACH Prefunding Service is used, Merchant agrees to pay Bank in available funds in the amount of each Entry at the time the Entries are transmitted to Bank. Merchant’s failure to maintain available funds sufficient to cover Entries may result in additional fees and the Entries may be delayed until Account is funded.
- J. **The Account.** Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the primary ACH account(s) identified by Merchant held at Bank (the “Account”), and shall credit the Account for any amount received by Bank by reason of the return of any Entry transmitted by Bank for which Bank has previously received payment from Merchant. Bank shall make such credit as of the day of such receipt. Merchant shall at all times maintain a balance of immediately available funds in the Account to cover Merchant’s obligations under the ACH Attachment. In the event there are not sufficient available funds in the Account to cover Merchant’s obligations under the ACH Attachment, Merchant agrees that Bank may debit any account maintained by Merchant with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Merchant, in order to obtain payment of Merchant’s obligations under the Agreement.
- K. **Account Reconciliation.** Entries transmitted by Bank or credit to a Receiver’s account maintained with Bank will be reflected on Merchant’s periodic statement. Merchant agrees to notify Bank

promptly of any discrepancy between Merchant's records and the information shown on any such periodic statement in accordance with the provisions of Bank's CBSA.

- L. **Merchant Representations and Agreements.** Merchant agrees that (a) each person shown as the Receiver on an Entry received by Bank from Merchant has authorized the initiation of such Entry and the Crediting and/or Debiting of its account in the amount and on the designated effective date, (b) such authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein, (c) Entries transmitted to Bank by Merchant are limited to those types of Credit/Debit Entries set forth in this Master Agreement, (d) Merchant shall perform its obligations under the ACH Attachment in accordance with all applicable laws and regulations, and (e) Merchant shall comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the receiving Depository Bank to the Receiver provisional until receipt by the Receiving Depository Bank of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Bank shall be entitled to a refund from the Receiver of the amount credited and Merchant shall not be deemed to have been paid the Receiver, and (f) IAT transactions in accordance with accurate and proper format and classification, originator's name and receiver's name.
- M. **Liability; Limitations On Liability.**
- i. Bank shall be responsible only for performing the services expressly provided for in the ACH Attachment and shall be liable only for its negligence in performing those services. Bank shall not be responsible for Merchant's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Merchant) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Bank (including without limitation the return of any Entry by such Receiver or Receiving Depository Banks, and no such person shall be deemed Bank's agent).
 - ii. In no event shall Bank be liable for any consequential, special punitive or indirect loss or damage which Merchant may incur or suffer in connection with Agreement, including losses or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to the ACH Attachment.
 - iii. Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraints, interruptions of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's violating any provision of any risk control program of the Bank (including but not limited to Merchant's ACH Exposure limit), or any rule or regulation of the Federal Reserve or any other U.S. governmental regulatory authority.
 - iv. Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank for the period involved. At Bank's option, payment of such interest may be made by crediting the Account resulting from any claim of any person that Bank is responsible for any act or omission of Merchant or any other person described in the Master Agreement.

- v. Merchant agrees to bear all liability for fines imposed on Bank by any entity or association, including NACHA's National System of Fines, which are assessed due to failure of Merchant to comply with the terms of the Agreement, the Rules, or any statutory or regulatory enactment. Merchant agrees that Bank may collect such fines from Merchant in accordance with the terms of the Master Agreement.

N. Compliance With Security Procedure.

- i. If an Entry (or a request for cancellation or amendment/reversal of an Entry) received by Bank is reasonably believed to have been transmitted or authorized by Merchant, it will be deemed effective as Merchant's Entry and Merchant shall be obligated to pay Bank the amount of such Entry even though the Entry was not authorized by Merchant, provided Bank acted in compliance with the security procedures.
- ii. If an Entry received by Bank was transmitted or authorized by Merchant, Merchant shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the security procedure referenced to in Section D and whether or not the Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

- O. Inconsistency of Name and Account Number.** Merchant acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Bank might be made by the Receiving Depository Bank (or by Bank in the case of an On-us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Merchant's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances.

- P. Notification of Changes.** Bank Shall Promptly notify Merchant of all notifications of changes received by Bank related to Entries transmitted by Merchant, and may furnish such notification electronically, orally by telephone, facsimile transmission, first-class mail or private delivery service. Merchant is required to correct any Entry information required by the received notification of change prior to the initiation/origination of the next such Entry.

Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. Merchant may add or delete any Authorized Representative by written notice to Bank signed by at least one Authorized Representative other than that being added or deleted. Such notice shall be effective after Bank has a reasonable opportunity to act thereon.

- Q. Data Retention.** Merchant shall retain data on file adequate to permit remaking of Entries for three days following the date of their transmittal Settlement Date to Bank as provided here, and shall provide such Data to Bank upon its request. Merchant shall retain the original or a copy of each ACH transaction authorization for two years after the Settlement Date, to include any other actions, such as termination or revocation of authorization. Bank shall have the right to review any authorization at any time, and Merchant shall provide such authorization to Bank within 3 business days of Bank's request.

R. **Termination.**

- i. Bank may immediately terminate Merchant's Participation Agreement without advance notice if it reasonably believes that (1) Merchant has failed to comply with any provision of the ACH Attachment, the Rules, or any statutory or regulatory enactment, (2) Merchant's financial condition has substantially deteriorated, or (3) continuation of Merchant's Participation Agreement will expose Bank to undue risk of loss.
- ii. Any termination of Merchant's Participation Agreement shall not affect any of the parties' obligations arising with respect to Entries settled prior to such termination.

S. **Miscellaneous.** All electronic media, Entries, security procedures and related records used by Bank for transactions contemplated by the ACH Attachment shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Merchant's request. Any expenses incurred by Bank in making such information available to Merchant shall be paid by Merchant. In the event of any damages for which Bank or Merchant may be liable to each other or to a third party pursuant to this services provided under the ACH Attachment, Bank and Merchant will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. The ACH Attachment, together with the CBSA and Treasury Management Agreement, is the complete and exclusive statement of the agreement between Bank and Merchant with respect to the subject matter hereof and supersedes any prior agreement(s) between bank and Merchant with respect to such subject matter. In the event of any inconsistency between the terms of the Master Agreement and the CBSA, the terms of the Master Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of the ACH Attachment would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by the ACH Attachment, then the ACH Attachment shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Merchant as a result of such violation or amendment. No course of dealing between Bank and Merchant will constitute a modification of the ACH Attachment, the Rules, or the security procedures or constitute an agreement between the Bank and Merchant regardless of whatever practices and procedures Bank and Merchant may use. Merchant may not assign the ACH Attachment or any of the rights or duties hereunder to any person without Bank's prior written consent. In the event that any provision of the ACH Attachment shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of the ACH Attachment shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

T. **Right to Audit.** Within thirty (30) days after receipt of written request, the Merchant will make its internal practices, books, and records, available to Bank to determine compliance with the ACH Attachment and the NACHA Rules. The Bank shall maintain such records for a period of not less than six (6) years from creation. Audits conducted under this Section will not violate any existing non-disclosure or confidentiality agreements, will not unreasonably interfere with the Merchant's normal business operations, will not exceed one request per year, will be conducted only pursuant to a mutually agreed upon non-disclosure agreement between the parties, and will be made on at least thirty (30) calendar days prior written notice.

- U. **Responsibility.** Merchant is precluded from agreeing to indemnify or hold harmless Bank or any other party from and against any losses related to the Master Agreement. Although precluded from giving an indemnification or agreeing to hold the Bank harmless, Merchant shall, to the extent provided by state law, be responsible for its performance and the performance of its officers and employees related to the ACH Attachment and does not request that Bank assume liability for the performance of Merchant and/or its officers and employees under the ACH Attachment. As a matter of state law, Merchant is subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, are Bank's remedy if it believes it has suffered any losses as a result of Merchant's breach of Merchant's Participation Agreement, including the ACH Attachment and Merchant accepts liabilities raised under such laws. Nothing in this section should be construed as a waiver of any applicable immunity, unless otherwise provided by law.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF WEB ENTRIES

- V. Merchant agrees to employ a commercially reasonable fraudulent transaction detection system.
- W. Merchant acknowledges that Bank will: (1) with respect to any Entry transmitted to Bank, utilize a commercially reasonable method to establish the identity of the Merchant, (2) establish procedures to monitor the creditworthiness of Merchant on an on-going basis, (3) establish an exposure limit for Merchant, (4) implement procedures to review that exposure limit periodically, and (5) implement procedures to monitor Entries initiated by Merchant relative to its exposure limit across multiple settlement dates. Merchant agrees to cooperate with Bank in its performance of the foregoing activities.
- X. Merchant agrees to use commercially reasonable procedures to verify that routing numbers are valid.
- Y. Merchant agrees to establish a secure internet session with each Receiver utilizing a commercially reasonable security technology providing a level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the Receiver's key entry of any banking information, including, but not limited to, the Receiver's Bank routing number, account number and or other identification symbol.
- Z. Merchant agrees to conduct an annual audit, provided to Bank upon request, to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage, and distribution.
- AA. Merchant agrees to obtain the customer's authorization prior to initiating a debit Entry under this the ACH Attachment. The authorization must conform to the requirements of the NACHA Operating Rules, which require that the authorization be (1) in a writing that is signed or similarly authenticated by the Receiver, (2) be readily identifiable as an ACH debit authorization, (3) clearly and conspicuously state its terms, and (4) must (for recurring payments only) provide the Receiver with a method to revoke their authorization by notifying Merchant.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF TEL ENTRIES

- BB. Merchant agrees to (1) employ commercially reasonable procedures to verify the identity of any Receiver, and (2) utilize commercial reasonable procedures to verify that routing numbers are valid.
- CC. Merchant agrees to provide specific information to Receivers during the telephone call as required by the Rules, and to tape record or provide written confirmation of the consumer's authorization.
- DD. Merchant agrees to provide proof of authorizations, to include recorded messages, upon request by Bank and on a periodic basis determined by Bank.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF INTERNATIONAL ACH TRANSACTION ("IAT") ENTRIES

- EE. **ITA Entry.** A debit Entry that is part of a payment transaction involving a financial agency's office located outside the territorial jurisdiction of the United States. In addition, an IAT-Entry is required to include information required by the Travel Rule of the Bank Secrecy Act (the "BSA"): Originator's name, Receiver's name, physical address, and transaction purpose. Meeting these stipulations provides all parties to the transaction the necessary information to comply with U.S. laws, including regulations imposed by OFAC.
- FF. **Merchant must properly classify IAT Entries.** Merchant must at all times maintain a thorough knowledge of all ACH Receiver relationships to avoid the possibility of inadvertently initiating an ACH Entry that should have been classified as an IAT Entry. Improper classification may result in violations of the Rules, OFAC regulations or sanctions, or other Requirements of Law, for example:
 - i. A U.S. dollar domestic ACH transaction that is part of a payment chain that ultimately ends in a Receiver's account, which is located outside the territorial jurisdiction of the United States is subject to the IAT Rules.
 - ii. A Company makes a pension or payroll direct deposit payment to a retiree or current employee who resides outside the territorial jurisdiction of the United States. The retiree/employee holds an account with a foreign bank in a host country that, in turn, receives ACH transactions with a U.S. routing/ABA number through its foreign bank office or correspondent bank located in the U.S.
- GG. Third-party Processors acting on behalf of Originators are required to properly classify IAT Entries and comply with IAT Rules and U.S. Law.
- HH. Merchant IAT Origination Authorization Requirements:
 - i. IAT Origination is prohibited without obtaining Bank's prior approval.
 - ii. If Bank approves Merchant for IAT Origination; Merchant is responsible to originate IATs as defined in the Rules and in accordance with the Bank's IAT Origination Product Guide.
- II. Merchant is obligated to the Bank (ODFI) to perform the following:

- i. IAT Entry contains accurate and complete information as required by Rules and U.S. Law.
 - ii. IAT Entry contains accurate and complete Receiver's banking information to allow the RDFI to properly post and provide information about the Entry.
 - iii. Will be responsible as contained in the MSA to Bank (ODFI) and Gateway Operators from losses associated with Merchant's breach of specific Rules and obligations for an IAT Entry.
 - iv. Compliance with foreign payment system rules. IAT Entry complies with the laws and payment system rules of the receiving country.
 - v. Merchant has obtained authorization from Receiver. The form and content of the foreign receiver's authorization, including whether such authorization may be oral, electronic, or written shall be governed by the laws and payment system rules of the receiving country.
- JJ. IAT transactions may be subject to currency risks as they are likely to involve different currencies, be it that of the parties or another currency. Merchant shall support any loss caused by a fluctuation of the exchange rate occurring until the complete performance of the transaction.

**ADDITIONAL PROVISIONS APPLICABLE TO TRANSMISSION OF ACH ENTRIES BY
COMPANY ACTING AS A THIRD-PARTY SENDER OR THIRD-PARTY SERVICE
PROVIDER FOR THIRD-PARTY ORIGINATORS.**

- KK. Merchant serving as a Third-Party Sender or Third-Party Service Provider will not transmit entries on behalf of Originators until (1) Merchant has obtained Bank's approval of such Originators, which approval is subject to Bank's policies and procedures, and either (2) such Originator and Bank have entered into a contractual agreement under which the Originator agrees to be bound by the NACHA Operating Rules, or (3) any such Originator has entered into an appropriate agreement with Merchant under which such Originator is bound by the NACHA Operating Rules as in effect from time to time and acknowledges that Entries may not be initiated that violate the laws of the United States.
- LL. At the time of transmission of Entries to Bank, Merchant warrants that any agreement between such Originator and Merchant has not been terminated, and that the Merchant has no knowledge of the revocation of the Receiver's authorization or the termination of the relationship between the Receiver and the Receiver's Bank (RDFI).
- MM. Bank will require Risk Exposure Limits to Merchant acting as Third-Party Sender or Third-Party Service Provider and will monitor Entries transmitted to Bank relative to their Exposure Limits, across multiple settlement dates.
- NN. Merchant agrees to employ commercially reasonable procedures to ensure physical security and confidentiality of ACH file data, and that ACH files are handled accurately and on time.

**ADDITIONAL PROVISIONS APPLICABLE TO: ORIGATION OF BACK-OFFICE CONVERSION ENTRIES
("BOC") AND ORIGATION OF ACCOUNTS RECEIVABLE CONVERSION ENTRIES ("ARC")**

- OO. **Merchant Obligations; Magnetic Ink Cartridge Recognition ("MICR") Capture Requirement.** Merchant agrees to use a reading device to capture the Receiver's routing number, account number, and check serial number from the MICR line of the Receiver's source document. Merchant agrees the amount of the Entry is in accordance with the source document.
- QQ. **Re-Presentment.** Merchant agrees the source document to which the Entry relates will not be presented or returned such that any person will be required to make payment based on the source document unless the BOC or ARC Entry is returned by the RDFI. This warranty runs to any other party that may be liable on the source document.
- RR. Merchant agrees to provide Bank instructions in accordance with its procedures to electronically re-present a check or Entry returned for insufficient funds or uncollected funds.
- SS. Merchant agrees not to reinitiate a returned Entry more than two times following the return of the original Entry, and not to reinitiate an Entry unless it is within 180 days of the settlement date of the original Entry.
- TT. **Retention/Copy of Source Document.** Merchant agrees to employ commercially reasonable methods to securely store (1) all source documents until destruction, and (2) all banking information relating to Entries. Merchant also agrees to establish policies and procedures to destroy the source document as soon as is reasonable to protect against the risk of fraud or erroneous Entry of the check into the check processing system. Until such time that the source document is destroyed by the Merchant, it must be securely stored using commercially reasonable methods. A commercially reasonable system, technology, practice, or procedure is one that corresponds to commonly accepted commercial practices among commonly situated Merchants conducting similar types of transactions. When choosing a commercially reasonable method for secure data storage, Merchant should consider following guidance provided by the Federal Trade Commission for complying with the Safeguards Rule, which implements security measures within the Gramm-Leach-Bliley Act.
- UU. **Collection Fees.** Merchant agrees no fees may be added to the amount of the source document when it is transmitted as a BOC or ARC electronic Entry. If Merchant elects to assess a collection fee for a returned check or electronic Entry returned for insufficient funds or uncollected funds, Merchant agrees:
- i. To provide Bank instructions in accordance with its procedures to electronically charge or draft the Receiver's account a separate processing fee up to the maximum fee permissible under state law for a returned check or electronic Entry returned for insufficient funds or uncollected funds.
 - ii. To obtain the Receiver's authorization for such Entry in the manner specified by the ACH Rules.
 - ii. To provide notice for BOC Entry to Receiver at either the point of purchase or a manned bill payment location the Merchant's intent to charge Receiver, in addition to any fees the

Receiver's bank may charge, an additional processing fee up to the maximum fee permissible under state law for an Entry returned for insufficient funds or uncollected funds.

- iii. To provide notice for ARC Entry to Receiver in a clear and conspicuous manner on or within its billing statement to the Receiver of its intent to charge Receiver, in addition to any fees the Receiver's bank may charge, an additional processing fee up to the maximum fee permissible under state law for an Entry returned for insufficient funds or uncollected funds.
- iv. The minimum notice language will include the following, or substantially similar language:

For your convenience, "if your check or electronic funds transfer is returned for insufficient funds or uncollected funds, you authorize us to use information from your check to electronically debit your account a processing fee of \$(MERCHANT TO INSERT THEIR STATE'S MAXIMUM FEE AMOUNT)."

ADDITIONAL PROVISIONS APPLICABLE TO: ORIGATION OF BACK-OFFICE CONVERSION ENTRIES (BOC)

- VV. **Source Documents.** Merchant agrees to use a check as a source document for the initiation of an BOC Entry only if it has been provided to the Merchant at either the point of purchase or a manned bill payment location. To be used as a source document for this type of transaction, the check or sharedraft must (1) contain a pre-printed serial number, (2) not contain an Auxiliary On-us Field in the MICR line, (3) be in an amount of \$25,000 or less, and (4) be completed and signed by the Receiver.
- WW. The following may not be used as source documents for Entries: checks or sharedrafts that contain an Auxiliary On-us Fields in the MICR line; checks or sharedrafts in an amount greater than \$25,000; third-party check or sharedrafts; demand drafts and third-party drafts that do not contain the signature of the Receiver; checks provided by a credit card issuer for purposes of accessing a credit account or checks drawn on home equity lines of credit; checks drawn on an investment company as defined in the Investment Company Act of 1940; obligations of a Bank (e.g., travelers checks, cashier's checks, official checks, money orders, etc.); checks drawn on the U.S. Treasury, a Federal Reserve Bank, or a Federal Home Loan Bank; checks drawn on a state or local government that are not payable through or at a Participating Depository Financial Institution ("DFI"); or checks or sharedrafts payable in a medium other than United States currency.
- XX. **Verification of Receiver's Identity.** Merchant agrees prior to originating a BOC Entry, to use a commercially reasonable procedure to verify the Receiver's identity. Examples of commercially reasonable means of verifying the Receiver's identity include, but are not limited to, the examination of a photo identification (e.g., driver's license, passport, other photo ID), use of a retailer preferred card, check verification services, etc.
- YY. **Retailer Telephone Number.** Merchant agrees to maintain a working telephone number that is answered during the Originator's normal business hours for Receiver inquiries regarding BOC transactions. The person answering this telephone number must be capable of supporting and responding to questions about specific BOC entries to a Receiver's account and not limited to the provision of general information about the back-office conversion application. This telephone number must also be displayed on the required notice for BOC Entries.

- ZZ. **Posted Notice Requirements.** Merchant agrees that prior to the receipt of each source document used as the basis for the origination of a BOC Entry, the Merchant must post a notice in a prominent and conspicuous location at the point of purchase or manned bill payment location that includes the following, or substantially similar language:

“When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your Bank. For inquiries, please call (insert Merchant’s phone number).”

- AAA. **Notice Copy Requirements.** Merchant agrees to provide a copy of the notice to the Receiver at the time of the transaction. The notice copy is required to include the following, or substantially similar language:

“When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call (insert Merchant’s phone number).”

- BBB. **Opt-Out Requirement.** Merchant agrees to allow Receivers to opt out of BOC check conversion and to establish reasonable procedures under which a Receiver may notify the Merchant, at the point of purchase, that a particular check does not authorize an ACH debit Entry to the Receiver’s account.

ADDITIONAL PROVISIONS APPLICABLE TO: ORIGINATION OF ACCOUNTS RECEIVABLE CONVERSION ENTRIES (ARC)

- CCC. **Source Documents.** Merchant agrees to use a check as a source document for the initiation of an ARC Entry only if it has been sent through the U.S. mail or delivered to a dropbox. To be used as a source document for this type of transaction, the check or sharedraft must (1) contain a pre-printed serial number, (2) not contain an Auxiliary On-us Field in the MICR line, (3) be in an amount of \$25,000 or less, and (4) be completed.

- DDD. The following may not be used as source documents for Entries: checks or sharedrafts that contain an Auxiliary On-us Field in the MICR line; checks or sharedrafts in an amount greater than \$25,000; third-party checks or sharedrafts; demand drafts and third-party drafts that do not contain the signature of the Receiver; checks provided by a credit card issuer for purposes of accessing a credit account or checks drawn on home equity lines of credit; checks drawn on an investment company as defined in the Investment Company Act of 1940; obligations of a Bank (e.g., travelers checks, cashier’s checks, official checks, money order, etc.); checks drawn on the U.S. Treasury, a Federal Reserve Bank, or a Federal Home Loan Bank; checks drawn on a state or local government that are not payable through or at a Participating DFI; or checks or sharedrafts payable in a medium other than United States currency.

- EEE. **Authorization/Notification Requirements.** Merchant agrees to provide notice in a clear and conspicuous manner to the Receiver, prior to the receipt of each source document that will be

used as the basis for the origination of an ARC Entry, that receipt of the Receiver's check will be deemed to be the Receiver's authorization for an ACH debit Entry to the Receiver's account, in accordance with the terms of the source document. The check will be used solely as a source document for capturing the Receiver's routing number, account number, check serial number, and dollar amount of the Entry. The provision of the notice by the Merchant to the Receiver and the receipt of the source document together constitute authorization of the ARC Entry.

FFF. Merchant agrees the notice language will including the following, or substantially similar, language:

"When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your Bank."

GGG. **Opt-Out Requirements.** Merchant agrees to allow Receivers to opt out of ARC check conversion and will establish reasonable procedures under which Receivers may notify Merchant that their checks are not to be converted.

AMENDED EXHIBIT 3 – PRICING AND FEES

Category	3-Year Contract Price (excludes renewal periods)	5-Year Contract Price
VISA/Mastercard		
Transaction Fee	\$0.010 + Admin Fee \$0.005	Same
Assessment	Visa Debit-0.13% Visa Credit-0.14% Mastercard-0.13% (Varies based on card brand)	Same
Access Fees	\$0.025	Same
Other Fees (Voice Authorization)	\$0.50 per auth	Same
Other Fees (Network Access)	\$0.00 per month	Same
Other Card Types		
PIN Based Debit Card Fee	\$0.015	Same
American Express Transaction Fee	\$0.015	Same
Discover/Diners Transaction Fee	\$0.015	Same
Other Fee (Visa FanFee)	See Chart below	Same
Electronic Check Fees Charged by Cross Check (TSYS)		
Electronic Check Acceptance (ECA) Fee at Point of Sale	\$0.20	Same
ECA with Check Guarantee	1.10% + \$0.20	0.90% + \$0.20
Other Check Fee (describe)	\$15 Monthly minimum per location	Same
Other Check Fee (Subscription Fee)	\$15 (This would include loaner placement imager RDM to be attached to a PC or Credit Card Terminal)	Same
Reporting Fees (Specify terms, e.g., price per month, price per report, etc.)		
Reporting System Access	Free for Merchant Connection	Same
Daily Reports	\$0.00	Same
Monthly Reports	\$0.00	Same
Data Files	\$0.00	Same
Custom Reporting	Based on reporting needed	
Other Fees		
Compliance Fee	\$9.95 per month	Same
PCI Non-Compliance Fee	\$15.95 per month when non- compliant	Same
Chargeback Fee	\$10.00 per month	Same
Other Card Fee (Describe)	\$0.00	Same

Hardware on TSYS

Purchase Hardware	Number of Units	Cost per Unit
Verifone V200C Plus		\$345.00
Verifone P200		\$199.00
Verifone P400		\$250.00
Verifone V400M		\$695.00
Ingenico Desk 3500		\$269.00
Ingenico Desk 5000		\$379.00
Ingenico Move 5000		\$625.00

If the cost of equipment increases, this may be passed along to the State.

Software Reprogramming Costs

If a device needs to be re-encrypted for a software with TSYS as the processor, a fee of \$20 per device plus Shipping will be charged by Secure Payment Systems (SPS) for this encryption. Device is shipped by Merchant once an RMA form has been completed with your Merchant RM.

Lease/Rental Equipment

Stand-alone terminals (TSYS platform) can be borrowed for a period of 30 days or less, if needed. There is a fee of \$300 per unit for any returned damaged or non-working. Wireless fees for 4G units DO apply if applicable.

*No other lease or rental equipment options are available on the TSYS platform for Truist at this time.

Equipment Maintenance/Repair

All Verifone and Ingenico replacement devices costs are \$150.00 per terminal/pin pad plus freight/shipping costs.

Additional Merchant Account FeesTruist – TSYS platform

- Early Termination Fee: \$0.00 per account
- ACH Reject Fee: \$25 per reject occurrence

Wireless terminals using 4G Cellular (TSYS) GPRS to process will have the following additional fees:

- \$25 one-time activation
- \$15 per month per device
- \$0.05 per transaction

TSYS Voltage Encryption and Tokenization (Optional for use with Ingenico and Verifone standalone terminals as well as some software/gateways)

- E2EE: \$5.00 per MID per month
- Tokenization: \$0.02 per transaction

Authorize.Net eCheck Net Pricing – Billed by Authorize.net

- Set up fee: \$0.00
- Chargeback Fee: \$25.00
- Return Item Fee: \$3.00
- Minimum Monthly Fee: \$10.00
- Discount Rate: 0.75%

Authorize.net

- Setup/License Fee: \$99.00 billed by Truist (one-time)
- Monthly Fee: \$24.95 billed by Authorize.net
- Transaction Fee: \$0.06 billed by Authorize.net
- Trust Commerce Setup/License Fee: \$99.00 billed by Truist (one-time)
- Monthly Fee: \$24.95 billed by Truist
- Transaction Fee: \$0.10 billed by Truist

Govolution Schedule of Fees

Velocity Payment System Modules and Fees – Non-Convenience Fee Applications

Velocity Payment System Modules (Cost Basis per Application):	Old Product Name	Implementation Fee ^{1,2}	Monthly Fee ²	Transaction Fee ¹
Gateway:				
Gateway	V+Link	\$190.00	\$40.00	\$0.13
EMV Gateway		\$190.00	\$40.00	\$0.13
Web Portals:				
Basic Web Payments	V+Portal	\$630.00	\$40.00	\$0.13
eDocument		\$1,570.00	\$40.00	\$0.13
Integrated Web Payments	V+Relay	\$320.00	\$40.00	\$0.13
Integrated Check Out	V+Relay	\$320.00	\$40.00	\$0.13
Basic Bill Presentment	V+Bills	\$690.00	\$100.00	\$0.13
Advanced Bill Presentment ⁴	Enrolled	\$1,570.00	\$190.00	\$0.13
Shopping Cart (3D Cart)	V+Cart	\$190.00	\$40.00	\$0.13
Mobile:				
Basic Mobile	V+Portal	\$630.00	\$40.00	\$0.13
eDocument Mobile		\$1,570.00	\$40.00	\$0.13
Integrated Mobile	V+Link	\$320.00	\$40.00	\$0.13
Mobile Bill	V+Bills	\$690.00	\$100.00	\$0.13
IVR: (Additional IVR fees also apply, see below)				
Basic IVR	V+TPS	\$320.00	\$100.00	\$0.13
Advanced IVR	V+TPS Bill	\$690.00	\$100.00	\$0.13
Contact Center IVR		\$3,130.00	\$190.00	\$0.13
Custom IVR	V+TPS	See IVR Fees	\$100.00	\$0.13
Call Center:				
Call Center System		\$1,570.00	\$20.00/user	\$0.13
CRM Payments 360 (Call Center Edition)		\$2,250.00	\$20.00/user	\$0.13

Velocity Payment System Modules (Cost Basis per Application):	Old Product Name	Implementation Fee ^{1,2}	Monthly Fee ²	Transaction Fee ¹
Integrated inContact CXOne		See Call Center User Fees	See Call Center User Fees	\$0.13
POS:				
Virtual Terminal	V+POS	\$130.00	\$30.00	\$0.13
Virtual Terminal, Stored Profiles	V+SP	\$130.00	\$40.00	\$0.13
Integrated Virtual Terminal		\$320.00	\$40.00	\$0.13
Cashiering Interface	V+Link	\$190.00	\$40.00	\$0.13
Integrated Teller Cashiering System		See Integrated Teller Fees	See Integrated Teller Fees	\$0.13
Administration Suites:				
Administration Suite	V+Admin	Included	Included	
CRM Payments 360 (per application)		Included	\$100.00	
Enterprise Reporting (per Administration Suite)		\$630.00	\$130.00	

¹Existing merchant ID conversion of Velocity Deployed Applications will be managed and performed by Govolution in collaboration with Truist and the implementation fee does not apply. Existing Velocity Application deployments will be retained with all existing Velocity configuration parameters maintained. Any change to existing configurations will require a Change Order and authorized agency/department approval. Change Orders will be billed at Professional Service rates. Implementation and Monthly Fees shall begin on the first business day upon completion of set-up of application within the client staging environment. If an implementation is terminated during the implementation process, the Upfront Implementation Fee will be assessed if the staging environment has been deployed.

²Implementation and Monthly Fees will be invoiced upon deployment into the Production Environment.

³Transaction fee applies to credit/debit card authorization requests; successful credit card/debit credits; successful ACH debits; successful ACH credits; and other recorded transactions uploaded to the Velocity Payment System database, excluding billing data.

⁴The Upfront Implementation Fee for Advanced Bill Presentment differs from the other product modules. The Upfront Implementation Fee is \$1,570.00 for the deployment of the product module, and the Admin Suite for one application. If there are multiple applications associated with Advanced Bill Presentment deployment, the application agency/department will also be assessed the Virtual Terminal Only Upfront Implementation Fee for each additional application. For example, if there are three applications associated with an Advanced Bill Presentment deployment, the total Upfront Implementation Fee will be \$1,830.00 = (\$1,570.00 + 2 x (\$130.00)). The Monthly Fee will remain \$190.00 per month.

IVR Fees

	Per Minute Fee
0-100,000	\$0.19
Next 100,000	\$0.17
All minutes in excess of 200,000	\$0.16

- Telecommunication fees apply whether or not a transaction is processed by the system.
- The Standard IVR implementation includes a single standard IVR call script utilizing a computer-generated English voice and standard call flow. Each additional language

and/or non-standard call flow is classified as a custom call script. Voice talent will be provided by a Govolution-contracted vendor only.

- The Custom IVR Call Script with Professional Voice Talent includes the recording of the call scripts by Govolution-approved contractor, loading of all of the recorded prompts into the IVR system, mapping of the recording prompts into the standard call script and testing and validation of the entire call script. Govolution will provide a time estimate prior to the commencement of any custom call script development or voice recording services. If an alternative third-party Professional Voice Talent is utilized and procured by the application agency/department, Govolution's service will include loading of all of the recorded prompts into the IVR system, mapping of the recording prompts into the standard call script and testing and validation of the entire call script at IVR Professional Voice Talent rates listed in the Professional Services section.
- An IVR implementation is defined as one or more applications associated with a single IVR telephone number. Each IVR phone number is defined as a separate IVR Implementation.

Other Professional Services

Labor Category	Hourly Rate
Principal	\$230.00
Senior Technical Analyst	\$190.00
Project Manager	\$190.00
HTML Developer	\$120.00
Code Developer	\$160.00
Technical Writer	\$120.00
IVR Professional Voice Talent (English)	\$190.00
IVR Professional Voice Talent (Spanish)	\$220.00
Security Assessments/Audit Support	\$160.00
Agency/Department Training	\$160.00
Other Services	Rate
Bulk Load CLIENT Profile File Conversion (No charge for standard Velocity API upload)	\$3,200.00
CLIENT Generated Negative Check Database Integration	\$700.00
Image Storage (per Item, per month, excluding signature storage)	\$0.03
Text Notification (above 500,000 per month)	\$0.03
New ACH ODFI Integration	\$12,500.00
Bank On Us ACH Intercept	\$2,500.00
Custom Billing File	\$6,500.00
Check Guarantee Service Integration	\$500.00

Note: Travel and expenses billed at cost. All travel will be pre-approved by State Treasurer's Office.

Integrated inContact CXOne

Velocity's Call Center System can be provided with integrated inContact CXOne products for integrated Automated Call Distribution (ACD) and Agent Desktop Software for agent call centers.

inContact CXOne fees are as follows:

	Monthly Fee
Integrated inContact Agent Desktop and ACD:	
NICE inContact CXone ACD	\$125.00/Configured User
NICE inContact CXone ACD	\$ 150.00/Configured Station
Additional Configured Universal Ports (2 ports)	\$100.00
CXOne Implementation Fees:	
NICE inContact CXone Pro Services Silver-Block (5 hours of Professional Services)	\$1,600.00
NICE inContact CXone Pro Services Gold-Block (10 hours of Professional Services)	\$3,100.00
NICE inContact CXone Pro Services Platinum-Block (20hours of Professional Services)	\$6,000.00
NICE inContact CRM Integration for CXone Used for Professional Services hours specifically with CRM Integration	\$300.00/hour
NICE inContact CXone ACD Training Packages:	
Agent Remote: Virtual training for agents on Agent tool.	\$1,600.00
Agent & Supervisor Remote: Virtual training for supervisors on the Agent and Supervisor tools.	\$1,600.00
Auto Attendant Remote: Virtual administrative training on Auto Attendant tool.	\$1,600.00
Central Administration Remote: Virtual administrative training on inContact platform.	\$1,600.00
Core Classroom: Instructor led training on inContact ACD applications - Central, Agent, and Reporting.	\$8,200.00

inContact Usage and On-Demand Service Fees

Network Connectivity Usage Rates		
Flat Rate		
Distance	Inbound Toll Free	Outbound Termination
USA (Contiguous States)*	\$0.0180	\$0.0150

Network Connectivity Usage Rates		
Extended Call Areas**		
Alaska	\$0.2400	\$0.1650
Hawaii	\$0.0370	\$0.1430
Canada	\$0.0290	\$0.0130
Guam	\$0.3400	\$0.0390
Puerto Rico	\$0.1910	\$0.0250
Saipan/Mariana Islands	\$0.5100	\$0.0490
US Virgin Islands	\$0.1270	\$0.0170
International**	See International Rates	See International Rates
Local Inbound	\$0.0130	N/A
Outbound Toll Free	N/A	\$0.0130
Indeterminate (default)	\$0.0190	\$0.0190

*billed in 6-second increments with a 6-second minimum

**billed in 6-second increments with a 6-second minimum, apart from Mexico, which is billed in 60-second increments with a 60-second minimum

Monthly Software Subscriptions	
Additional Active Storage (per GB)	\$10.00
Long Term Storage (per GB)	\$0.13
Long Term Storage Retrieval (per GB)	\$1.73
Web RTC Softphone	\$0.00
Monthly Network Connectivity Subscriptions	
Domestic US Local Number	\$6.25
CNAM	\$1.25
Domestic US Toll Free Number	\$1.25
Hosted IP Voice - Standard	\$15.00
Hosted UP Voice - TLS	\$17.50
SIP Connectivity over Internet	\$12.50
Non-Recurring Network Connectivity	
Domestic US Local Number Activation (per BU)	\$125.00
Domestic US Local Number - Setup	\$1.30
Domestic Toll-Free Activation (per BU)	\$12.50
Domestic US Toll Free Number - Setup	\$1.30
Hosted IP Voice - Setup	\$25.00
SIP Connectivity over Internet - Setup	\$12.50
Softphone License Setup	\$60.00

Integrated Teller Cashiering System

	Implementation Fee	Monthly Fee
Teller Single Agency License:		
• 5 Named Users	\$40,000 (includes services listed below)	\$1,600.00
• Unlimited Read-only Users		
• Credit/ACH through Velocity		
• Business System Integration through Velocity		
• Batch Accounting Interface		
Teller Additional User Fee	N/A	\$70.00
Teller Batch Interface License Fee	N/A	\$190.00
Teller Real Time Interface License Fee	N/A	\$320.00

- Remote Analysis Workshops
- Teller Test and Production Environment Setup
- Teller Configuration to Client Requirements
- Provisioning of business system integration through Govolution
- Remote support for User Acceptance Testing
- Includes 1 FTE/1 day onsite setup assistance
- Includes 1 FTE/1 day onsite training-Teller Usage & Teller Admin training courses (=<9 attendees)
- Includes 1 FTE 2 day onsite go-live support
- Includes dedicated Teller Project Manager throughout implementation
- All travel costs to be billed per travel policy
- Teller implementation services technician billed at \$160/hour

POS Peripheral Equipment	Device- Manufacturer/Model	Price
Standard Receipt Printer	Epson TM-T88VI Receipt Printer <i>Recommended though office laser printer can be used for low volume.</i>	\$500.00
Receipt Printer with Document Validation	EPSON, TM-H6000V-054, Multifunction printer, built-in USB & Ethernet interfaces, with MICR & drop in validation, S01, Blk. Includes Power Supply and an Ethernet or USB cable	\$900.00
Single-Check Scanner <i>Required for ACH and Check Imaging</i>	CX30-IJ Digital Check Xpress Single Document Check Scanner with rear Ink Jet.	\$600.00
Multi-Check Scanner for ACH and Check Imaging <i>Alternative for ACH and Check Imaging.</i>	Digital Check TS-240 50 DPM, 100 doc feeder, 100 doc output pocket (No ink jet endorser).	\$1,000.00
Cash Drawer <i>Optional</i>	JB320-BL1821-C APG, SERIES 4000, heavy duty cash drawer + Cable	\$400.00
Barcode Scanner with Stand <i>Optional</i>	Honeywell, MS9540 Voyager CG kit, Scanner, LIGHT GRAY, USB, WITH STAND (46-46128), coiled low speed USB direct cable (53-53235X-N-3), documentation	\$300.00

Exhibit 4

MERCHANT AGREEMENT

State of Georgia, Office of State Treasurer Merchant Program BB&T-TSYS Processing Platform

I. Acceptance of Cards

1.1 Honor Cards. The Merchant entering into the Participation Agreement ("Merchant") agrees to honor all valid Cards in the selected Card acceptance category below, bearing the Mastercard, Visa and/or Discover Network trademarks as well as other credit, debit and electronic payment Cards ("Card(s)") not included below, but serviced by Truist Bank, successor to BB&T ("Bank"), when properly presented as payment by customers who hold Cards ("Cardholders") in connection with business Transactions arising out of Merchant's usual trade or business as disclosed in the Merchant Application. Merchant may not establish any practices that discourage, favor or discriminate against the use of any particular Card. However, the Merchant may choose limited acceptance and choose not to accept either U.S. issued Debit Cards or U.S. issued Credit Cards as described in the acceptance categories below:

The Merchant must select one of the following Card acceptance categories:

- **Accept all Mastercard, Visa and Discover Network Cards including consumer credit and debit and commercial Cards.**
- **Limited Acceptance. Accept Mastercard, Visa and Discover Network consumer credit and commercial Cards only.** Merchants choosing this option must accept all Mastercard, Visa or Discover Network credit and commercial products including Mastercard, Visa or Discover Network business check Cards.
- **Limited Acceptance. Accept Mastercard, Visa or Discover Network consumer debit Cards only.** Merchants choosing this option must accept all Mastercard, Visa and Discover Network consumer debit Card products, which will be identified with the word "DEBIT" printed on the front of the Card.

If a Merchant selects one of the limited acceptance options, any Transaction submitted into interchange outside of the selected product category will be downgraded and assessed all applicable interchange, assessment, and handling fees.

If Merchant accepts Card checks, the Merchant's Card check acceptance policy must treat the acceptance of checks from all Payment Card brands equally. Merchant should handle these Card checks like any other personal check drawn upon a bank in the United States.

China UnionPay, JCB® and Diners Club International® (DCI) Card Transactions that are accepted by Merchant and processed through the Discover Network will be considered and treated as Discover Network Transactions for the purposes of this Agreement and all applicable Discover Network Rules will apply as referenced throughout this Agreement.

Merchant will be paid by Bank or by one of Bank's affiliated financial institutions holding the Operating Account ("Affiliate(s)") on the terms and conditions provided for in this Agreement by and between Merchant and Bank ("Merchant Agreement" or "Agreement"). Visa U.S.A., Inc. ("Visa"), Mastercard International Incorporated ("Mastercard"), DFS Services, LLC ("Discover Network"), Interlink, Maestro, NYCE, Honor, Explore, MAC, and Pulse are Payment Networks providing services to banks that provide for the electronic processing or sales drafts. They are referred to jointly in this Agreement as "Payment Networks". Merchant understands and agrees to the following terms and conditions:

1.2 Card Descriptions. At the point of sale, Merchant must carefully examine the Card to be certain it is legitimate and valid. This includes checking for: appropriate account numbers, holograms with the appropriate symbol, valid effective dates, expiration dates and signatures. Do not permit a person other than the Cardholder to sign a sales draft; the signature must match.

1.3 Displaying Service Marks. Merchant must adequately display in each of its locations, catalogs, and websites, the appropriate service mark symbols and names (such as decals, stand-alone point-of-sale signs, etc.) in compliance with the current signage Rules of the Payment Networks, based upon the selected Card acceptance category selected by Merchant under Section 1.1 of this Agreement to inform Cardholders of the Cards Merchant will honor at all of its place of business. Merchant will not use the marks or logos of Cards that are not included in Merchant's selected Card acceptance category nor in a manner that creates the impression that Merchant's goods and services are sponsored, produced, affiliated with, or offered or sold by any Payment Network. Merchant agrees not to use the marks or logos on its stationary, letterhead, envelopes or the like nor in its solicitations without prior review and written approval by Bank. Merchant's right to display the above names, service marks, or symbols will continue only so long as this Agreement remains in effect or until Merchant is notified by Bank to cease usage or display.

(a) Discover Network Sublicense to Use Discover Network Program Mark. Merchant is prohibited from using the Program Marks, as defined below, other than as expressly authorized in writing by Bank. Program Marks mean the brands, emblems, trademarks, and/or logos that identify Discover Network Cards. Additionally, Merchant shall not use the Program Marks other than to display decals, signage, advertising, and other forms depicting the Program Marks that are provided to Merchant by Bank pursuant to the Merchant Program or otherwise approved in advance in writing by Bank. Merchant may use the Program Marks only to promote the services covered by the Program Marks by using them on decals, indoor and outdoor signs, websites, advertising materials and marketing materials, provided that all such uses by Merchant must be approved in advance by Bank in writing. Merchant shall not use the Program marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Program Marks. Merchant recognizes that it has no ownership rights in the Program Marks. Merchant shall not assign to any third party any of the rights to use the Program Marks.

1.4 Agreement and Payment Network Rules. Merchant agrees to follow all requirements of this Agreement in connection with each Card Transaction and to comply with all applicable Payment Network Rules. From time to time, Bank may amend the Agreement, by providing Merchant and OST with prior written notice as provided in Section 5.6, and those provisions will be deemed incorporated into this Agreement. In the event of a change to applicable Payment Network Rules, Bank will provide 30-days written notice.

1.5 Transaction Procedures and Obligations. In this Agreement, "Transactions" means sales, credits, errors, returns and adjustments.

(a) Obtaining Authorization. Merchant agrees to obtain an Authorization approval Code for all Transactions in the manner instructed in materials provided by Bank. The Card issuer must approve the Transaction. Issuer approval is obtained by contacting the center designated by Bank. Merchant may not request authorization before the charge date, except as permitted by this Agreement and the respective Payment Network operating Rules, regulations, procedures, policy statements and guidelines (collectively, "Rules") for specific types of Transactions such as lodging and car rental. If authorization is granted, Merchant must provide an authorization code on the record of each charge submitted for processing. If authorization is denied, Merchant will not make further attempts to obtain authorization with that Card on that day, must not allow the charge, and should follow instructions from the authorization provider. If the charge involved suspicious or unusual circumstances, Merchant must request a "Code 10" authorization. Merchant will retain any Card presented by reasonable and peaceful means, if requested to do so by the authorization provider.

(b) Scope of Authorization. If Merchant completes a Transaction without required authorization, Merchant will be responsible for any chargeback of the Transaction and for any additional fees imposed by Visa for settling Transactions that have not been authorized. A positive Authorization request for Visa, Mastercard, and Discover Network Transactions remains valid for thirty (30) days. Obtaining authorization only means that, at the time authorization is requested, sufficient credit is available from the Card issuer to the Cardholder and the Card is not on a warning list. Obtaining authorization does not assure that the person using the Card is the valid Cardholder and will not prevent a chargeback to Merchant for numerous reasons under the Payment Network Rules, including use of the Card by an unauthorized user or a claim or defense involving the Transaction by the Cardholder. In the event of a POS authorization failure or communication error, Merchant agrees to obtain authorization according to voice back-up procedures furnished by Bank, at current per authorization fees and interchange rates.

(c) Agreements in Accepting Cards. Merchant agrees not to do any of the following, whether the Transaction is approved, declined, or processed as a sale Transaction:

- (i) establish minimum or maximum dollar Transaction amounts exclusively for those customers choosing to use Cards as a payment option except that for Discover Network Transactions, Merchant may limit the maximum amount a Discover Network Cardholder, if and only if, Merchant has not received a positive response from the Card Issuer;
- (ii) obtain authorization for purposes of setting aside Cardholder's credit line for use in future sales;
- (iii) extend Merchant credit for, or defer the time of payment of the total cash price in any Transaction;
- (iv) honor a Card except in a Transaction where a total cash price is due and payable;
- (v) make any special charge to or extract any special agreement or security from any Cardholder in connection with any Transaction;

(vi) transmit or accept for payment any Transaction which was not originated directly between Merchant and Cardholder for the sale or lease of goods or the performance of services of the type indicated in the Merchant Application initially submitted to and approved by Bank ("Merchant application"). Charges involving solicitations from third parties, for example, telemarketing by independent contractors, and charges involving franchisees, partners, or joint ventures of Merchant are not allowed except as authorized in writing signed by an officer of Bank.

(vii) honor or accept a card as Payment for legal services or expenses arising out of or related to (1) any domestic relations matter where such services or expenses are furnished to a person whose name is not embossed on a Card; or (2) any bankruptcy, insolvency, compromised, composition or other process affecting Cardholder's creditors;

(viii) use Merchant's own Card, or one to which Merchant has access, to process a Transaction for the purpose of obtaining credit for Merchant's own benefit;

(ix) redeposit a previously charged Transaction, regardless of whether Cardholder consents;

(x) initiate a Transaction that is illegal or related to illegal activities by Cardholder;

(xi) use authorization and any data received therefrom for any other purpose except for determining whether Merchant should accept checks or Card in connection with a current sale or lease of goods or services;

(xii) draw or communicate any inference concerning a person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living when any Card or check is processed as non-accepted;

(xiii) disclose any information obtained through Bank to any person except for necessary disclosures to affected Cardholders, Bank, and/or the Card issuer;

(xiv) add any tax to Transactions unless applicable law expressly requires that Merchant collect a tax. Any tax, if allowed, must be included in the Transaction amount and collected separately;

(xv) disburse funds in the form of cash advances or traveler's cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant or otherwise;

(xvi) accept a Card to collect or refinance an existing debit deemed uncollectible;

(xvii) issue a Transaction credit for returned goods or services acquired in a cash Transaction;

(xviii) make any cash refund to a Cardholder who has made a purchase with a Card. All Transaction credits must be issued to the same Card account number as the sale and may not exceed the amount of the original sale;

(xix) present to Bank any Transaction it knows or should have known to be fraudulent, not authorized by the Cardholder, or not made pursuant to all applicable terms and conditions of this Agreement;

(xx) execute two or more Transactions for a single purchase or service or purchases consummated at a single time in order to avoid authorization;

(xxi) require the Cardholder to supply any personal information (e.g., home or business phone numbers; home or business address; or driver's license number) unless instructed by the Authorization Center. One exception to this is for an Internet/mail/phone order or delivery-required Transaction and zip-code for a Card-present key-entered Transaction in order to obtain an Address Verification Service (AVS) request. A second exception exists in cases where the Card is not signed. The Merchant must review two pieces of positive identification such as a passport, driver's license or government issued picture identification bearing the Cardholder's signature and ask the Cardholder to sign the Card in order to proceed with the Transaction; or

(xxii) quote or otherwise advise Cardholders of the total Card Transaction amount in U.S. Dollars if the Transaction was completed in an Approved Currency other than U.S. Dollars. Such quotes significantly increase Cardholder inquiries and disputes because the U.S. Dollar equivalent at the time of the Card Transaction is not necessarily the actual amount billed to the Cardholder due to fluctuating exchange rates between the Card Transaction date and the Settlement of the Card Transaction.

(d) Process for Completion of Sales – "Card-Present".

(i) All "Card-Present" sales slips, drafts or other instruments acknowledging or recognizing the Transactions and credit vouchers submitted by Merchant to Bank will be completed to include either an electronic printing resulting from the use of an industry-compliant magnetic stripe reading Point-of-Sale (POS) device, or physical imprint of the Cardholder's Card, which shall contain: account number, Cardholder name, Merchant name, Merchant address, Merchant Internet address, city and state where the Transaction occurred, Merchant's account number, Merchant customer service telephone number, Transaction date, Transaction dollar amount, a brief description of goods purchased or leased, or services rendered, and the signature of the authorized user as it appears on the back of the Card. For Discover Network Transactions, the Transaction receipt or credit voucher must contain the signature of the authorized Merchant representative or employee that conducted the Transaction. Merchant understands and agrees that if the receipt is electronically printed, the Cardholder copy of the receipt must reflect only the last four digits of the Cardholder account number and preceding digits must be pre-filled by an "X", "*" or "#". Example: Cardholder Account Number: *****1234. The Merchant copy of the receipt may be required to reflect no more than the last four or five digits of the Cardholder account number depending upon state or local law in the jurisdiction of Merchant's location. It is Merchant's responsibility to determine requirements of and comply with local and/or state law as applicable.

(ii) Merchant is responsible for determining that the presented Card has not expired, and that the Card contains the Cardholder's signature as shown on the reverse side signature panel of the Card. Merchant must also make sure the account number displayed on the terminal and/or the sales draft matches the embossed number on the Card. If Merchant cannot or does not verify the account number and accepts the sale, Merchant may be subject to chargeback and could be debited for the amount of the Transaction, plus any chargeback fees or Payment Network fees.

(iii) If the Card's magnetic stripe is unreadable, Merchant will key-enter the Card number into the POS device, complete the Transaction by imprinting the Cardholder's Card and include the authorization code and all information indicated in subsections (d)(i) and (ii) above. Merchant must deliver a fully completed, legible copy of the Transaction to the Cardholder at the time of Transaction. Merchant must also use Address Verification Service (AVS) to electronically verify Cardholder's billing zip code from the Payment Network for face-to-face key entered sales. If Card's magnetic stripe cannot be read, Bank will pass on all applicable Payment Network interchange assessments it incurs to Merchant.

(iv) Special Guidelines Regarding Unembossed Cards: Visa, Mastercard, and Discover Network now allow issuance of unembossed Cards, such as pre-paid gift Cards. The Cards may have laser-engraved or thermal printing of the account number. Mastercard has branded its Card offering as "Mastercard Electronic" and the logo on the Card reflects this terminology. Visa and Discover Network Cards will indicate "electronic use only" on the face of the Card. Card numbers and names, if present, on both Cards are smooth; in contrast to raised or embossed numbers on the Cards Merchant may be more familiar with today. The Cardholder must be physically present in order to complete a Transaction. If the Card is valid only in a country different from where the Merchant establishment is located, the Card may not be accepted. Otherwise, unembossed Cards may be accepted by any Merchant utilizing an electronic payments terminal, which is capable of reading the magnetic stripe. If the magnetic-stripe read fails, Visa and Discover Network recommend that the Merchant request another form of payment. Because the Card is not capable of reading the magnetic stripe, the Transaction could be subject to dispute and/or chargeback should the issuer dispute the Transaction. Merchant must not accept or submit a Transaction if the swipe cannot be successfully completed by Mastercard Electronic Card Transactions; no hand-keyed Transactions or hand-written sales drafts are allowed.

(v) Cash over Transactions (i.e., the dispensing of cash by Merchant in connection with a Card sale or purchase) are not available for Mastercard or Visa Transactions. Only Merchants granted specific, advance permission by Bank may issue Cash Over in connection with a Discover Network Card Transaction provided the Transaction is conducted in compliance with the provisions in this Agreement and including the following additional requirements. Merchant must receive one positive authorization request for the aggregate total of the goods/services purchase amount and the Cash Over amount of the Card Transaction. The Merchant must complete one Sales Draft and must include the purchase amount and the Cash Over amount. No minimum purchase amount is required for Merchant to offer Cash Over to a Discover Network Cardholder, provided that some portion of the total Card sale must be attributable to the purchase of goods or services. The maximum amount of cash that a Merchant may issue as Cash Over is \$100. A Merchant must not issue Credit for the Cash Over portion of a Card Transaction.

(vi) Merchants participating in Mastercard's Quick Payment Service Program, Visa's Small Ticket, and/or Merchant category codes approved by Discover Network with full track data and the sale amount if \$35 or less, are not required to obtain the Cardholder's signature under certain conditions set forth by each program.

(e) Process for Completion of Sales – "Card-Not-Present".

The following provisions apply to "Card-Not-Present" Transactions:

(i) Limits on Transactions. Card-Not-Present Transactions include mail, telephone, and electronic commerce Transactions. Merchant may only engage in Card-Not-Present Transactions to the extent reflected in the application as a percentage of total Card Transactions. Failure to adhere to this requirement may result in termination of this Agreement. Card-Not-Present Transactions have a substantially higher risk of chargeback. Since Cards are not imprinted or magnetically swiped and the Cardholder's signature is not obtained on the sales draft, Merchant assumes all risk associated with Card-Not-Present Transactions. As to each Card-Not-Present Transaction, Merchant will ensure that the person whose name is submitted to Bank as Cardholder either made or authorized another to make the purchase as required by the Rules. Bank may charge back the Transaction to Merchant if Merchant fails to do so as required by the Rules. If Bank charges back the Transaction to Merchant, Merchant shall pay Bank the amount of the Transaction, any chargeback fee in the attached fee schedule, plus any Payment Network fine or assessment. Bank may charge such Transaction to the Operating Account without prior notice to Merchant.

(ii) Payment Network Requirements. The following procedures are required by the Payment Network and Merchant agrees to follow these procedures and comply with these requirements. The following may also be useful in reducing chargebacks in a Card-Not-Present processing environment:

- Obtain Authorization. All Card-Not-Present Transactions must be electronically authorized. An authorization should be seen as an indication that account funds are available and Card has not been reported lost or stolen. It is not proof that the true Cardholder engaged in the Transaction.
- On the sales draft, clearly print the Cardholder's account number; effective and expiration dates; date of Transaction; description of the goods and services; amount of the Transaction (including shipping, handling, insurance, etc.); Cardholder's name, billing address and shipping address authorization code; Merchant's name and address (city and state required) and in lieu of Cardholder's signature, a notation of (i) mail order (MO), (ii) telephone order (TO), (iii) e-commerce order (EO), or (iv) pre-authorized order (PO) on the signature line. Merchant understands and agrees that if the receipt is electronically printed, the Cardholder copy of the receipt may not reflect the effective and expiration dates and must reflect only the last four digits of the Cardholder account number and preceding digits must be pre-filled by an "X", "*" or "#". Example: Cardholder Account Number: *****1234. The Merchant copy of the receipt may be required to reflect no more than the last four or five digits of the Cardholder account number depending upon state or

local law in the jurisdiction of Merchant's location. It is Merchant's responsibility to determine requirements of and comply with local and/or state law as applicable.

- Utilize Visa Cardholder Verification Value 2 (CVV2), Mastercard Card Validation Code 2 (CVC2), or Discover Card Identification (CID). CVV2/CVC2/CID is a three-digit number imprinted on the signature panel of Visa, Mastercard, or Discover Network Cards, respectively, to help Card-Not-Present Merchants verify that the customer has a legitimate Card in hand at the time of the order. Discover Network Rules specifically require that Merchants submit the CID with the Authorization request for all Card-Not-Present Transactions. The Merchant asks the customer for the CVV2, CVC2, or CID code and then sends it to the Card Issuer as part of the authorization request. The Card Issuer checks the CVV2, CVC2, or CID code to determine its validity, and then sends a CVV2, CVC2, or CID result back to the Merchant along with the authorization. CVV2 is required on all Visa Cards. To protect CVV2, CVC2, and CID data from being compromised, Payment Network Operating Regulations prohibit Merchants from knowingly or unknowingly keeping or storing CVV2, CVC2, or CID numbers once a Transaction has been completed and Merchant agrees that this data will not be kept or stored electronically or manually.
- If feasible, obtain and keep a copy of the Cardholder's signature on file on a form authorizing Merchant to submit a Card-Not-Present Transactions.
- Utilize Address Verification Service (AVS). Merchant must perform electronic address verification to verify Cardholder's billing address from the Payment Network for telephone, mail order, or e-commerce Transactions. Failure to do so may result in increased interchange fees. AVS is a separate process from obtaining an authorization and will provide a separate response. This service is designed to assist Merchants in reducing the risk of fraud by confirming whether certain elements of the billing address provided during a Card-Not-Present Transaction match the billing address maintained by the Issuing Bank. It is Merchant's responsibility to monitor the AVS responses and use the information provided to avoid high risk Transactions. It is recommended that the Merchant ship to the same address that received a "match" response code when AVS was performed. Discover Network Rules specifically require that Merchants receive a positive AVS match response for all submitted Card-Not-Present Transactions.
- Merchant must transmit a ticket/invoice number as part of the authorization. Failure to do so may result in increased interchange fees.
- Merchant must notify the Cardholder of shipping date (or delivery time frames), special handling, or cancellation policies. Disclosure of these time frames or policies does not prevent the Cardholder from disputing the Transaction.
- Merchant must not submit Transaction until the Merchant has shipped the goods or provided the service purchased by the Cardholder. Merchant must obtain proof of delivery or other evidence of successful delivery of the goods or services as directed by the Cardholder and must retain proof of delivery or other evidence for 265 calendar days from the delivery date in case of a dispute of the Card Transaction. If Cardholder visits the Merchant's retail location to pick up the goods ordered, the Merchant must obtain an imprint of the Card as well as the Cardholder's signature.

(iii) Card-Not-Present Fraud Indicators. Card-Not-Present fraud indicators may include, but are not limited to, the following and when one or more indicators is true during a Card-Not-Present Transaction, fraud may be involved:

- First-time shopper. Criminals are always looking for new victims.
- Larger than normal orders. Because stolen Cards or account numbers have a limited life span, criminals must maximize the size of the purchases.
- Orders that include several of the same item. Having multiples of the same item increases a criminal's profits.
- Orders made up of "big ticket" items. These items have maximum resale value and therefore maximum profit potential.
- "Rush" or "overnight" shipping. Criminals want these fraudulently obtained items as soon as possible for the quickest possible resale; they are typically not concerned about extra delivery charges.
- Shipping to an international address. A significant number of fraudulent transactions are shipped to fraudulent Cardholders outside of the United States. Visa AVS cannot validate outside the United States, except Canada and the United Kingdom.
- Transactions with similar account numbers. The account numbers may have been generated using software available on the Internet.
- Shipping to a single address, but Transactions placed on multiple Cards. Could involve an account number generated using special software or a batch of stolen Cards.
- Multiple Transactions on one Card over a very short period of time. Could be an attempt to "run a Card" until the account is closed.
- Multiple Transactions on one Card or similar Card with a single billing address but multiple shipping addresses could represent organized activity rather than one individual at work.
- In online Transactions, multiple cards used from a single IP (Internet Protocol) address. More than one or two Cards could indicate a fraud scheme.
- Orders from Internet addresses that make use of free e-mail services. These email services involve no billing relationships and often neither an audit trail nor verification that a legitimate Cardholder has opened the account.

If Merchant is suspicious of a Transaction, the Merchant must request a "Code 10" authorization as provided in section 1.5(a).

(iv) Additional Requirements for Completion of Electronic Commerce Transactions. Merchant must notify bank in writing of its intent to accept Card Transactions over the Internet and obtain Bank approval prior to initiating the Transactions. Merchant agrees to comply with the requirements of this Agreement and those requirements of the Payment Networks for each Card Transaction processed over the Internet. The Merchant shall take all steps necessary to ensure all credit Card information received and transmitted via the internet is encrypted to meet Payment Network Security Electronic Transaction (SET) standards. Additionally, each Internet Discover Network Card Transaction accepted by Merchant and submitted to Bank shall comply with Discover Network standards, including, without limitation, Discover Network standards governing the formatting, transmission, and encryption of data, referred to as the "designated

protocol". The designated protocol for the encryption of data is Secure Socket Layer (SSL). Merchant must not accept any Internet Card Transactions unless the Transaction is sent by an Internet browser that supports the protocol. Electronic Commerce Merchants must provide Bank with (1) the name of the company that issued their Digital Certificate; (2) their Digital Certificate Number; and (3) the expiration date of their Digital Certificate before engaging in any Internet commerce Transactions. In addition, the Electronic Commerce Indicator must be used to identify electronic commerce Transactions in the authorization request and clearing record. Penalties can be assessed by the Payment Networks for failure to use the correct Electronic Commerce Indicator. Merchant agrees that for Internet Transactions, copies of Transaction records will be delivered to the Cardholder electronically or in paper format. Cardholder account numbers will not be transmitted to Cardholders for Internet Purchases. Merchant may not store or maintain the 3-digit CVV2/CVC2/CID value obtained from a Cardholder. As to each Electronic Commerce Transaction, Merchant will ensure that the person whose name is submitted to Bank as Cardholder either made or authorized another to make the purchase as required by the Rules. Bank may charge back the Transaction to Merchant if Merchant fails to do so as required by the Rules. If Bank charges back the Transaction to Merchant, Merchant shall pay Bank the amount of the Transaction, any chargeback fee in the attached fee schedule, plus any Payment Network fine or assessment imposed on Bank. Bank may charge all such amounts to the Operating Account without prior notice to Merchant.

If Merchant conducts Internet Transactions, Merchant's website must include:

- a posting of the Merchant's consumer data privacy policy,
- the Method of Transaction security employed,
- a complete description of goods and services offered,
- a returned merchandise and refund policy,
- a customer service contact including Electronic Mail Address and/or telephone number,
- Transaction currency,
- delivery policy,
- export or legal restrictions,
- physical address of the Merchant's permanent establishment and its country of domicile on either the checkout page or within the sequence of the web pages during the checkout process.

The website must also prominently disclose that the sale or disclosure of Cardholder account numbers, personal information, or Transaction information to third parties is prohibited.

Additional website requirements for Internet Payment Service Providers. An Internet Payment Service Provider must provide customer service through its website if the Cardholder accesses the Internet Payment Service Provider's website directly. The Internet Payment Service Provider must provide customer service either directly or through its sponsored Merchants.

(v) Recurring, pre-authorized orders. If Merchant accepts a pre-authorized recurring order, the Cardholder must execute and deliver to Merchant a written request for this pre-authorization. This written request, which may include on-line consent, must be maintained by Merchant and made available upon request to Bank. All annual billings must be reaffirmed at least once a year.

Merchant will not deliver goods or perform services covered by a pre-authorization order after receiving notification from the Cardholder that the pre-authorization is canceled or from Bank that the Card covering the pre-authorization is not to be honored. An authorization approval code may be used once, as such a new authorization is required for each recurring charge. The floor limit for recurring bill payments is \$0.00. Merchant must always obtain an authorization and identify recurring bill payments in the authorization request as required by Mastercard, Visa, and Discover. For all recurring transactions, Merchant should submit the 3-digit Card validation code (CVV2/CVC2/CID) with the first authorization, but not subsequent authorization requests. Discover Network Rules specifically require that Merchant follows this Card Validation Code practice for Discover Network recurring Transactions. A recurring Transaction CANNOT be deposited if an authorization request receives a negative response. Forced depositing of declined authorization requests is prohibited. If a Card expires during the term of the Cardholder's Recurring Payment Plan, Merchant must obtain a current Expiration date from the Cardholder and Merchant must obtain an approved Authorization response using the new expiration date before submitting to Bank any installment that comes due after the Card expiration date. Identify recurring bill payment Transactions in authorization and clearing record as required by Mastercard, Visa and Discover. The clearing record for recurring Transactions must contain Merchant contact information in the Merchant name or city field to enable the Cardholder to contact the Merchant directly. Partial payment for goods or services purchased in a single Transaction is NOT allowed. Finance Charges are not permitted on a recurring Transaction. The account number may not be used for any purpose other than for a recurring payment. All Transaction receipts for recurring electronic commerce Transactions must include the frequency and duration of the recurring Transactions as agreed to by the Cardholder on the Transaction receipt. "Recurring Transaction" must be written on the signature line of the Transaction receipt. Also, for Discover Network recurring Transactions, the Transaction receipt must include a general description of the Transactions, your Merchant name and a toll-free customer service number that the Cardholder may call to obtain customer assistance from you or to cancel the written approval for the recurring Transaction.

(f) Special Provisions Regarding Transaction Authorization and Submission. All Transactions must be authorized prior to completion of the Transaction. Generally, the authorization must be obtained on the Transaction date, except in special conditions such as in travel and entertainment Transactions, mail or phone orders, electronic commerce, or automated fuel dispenser Transactions. Additional fees will be imposed on Visa Transactions that have received positive authorization responses but are not subsequently submitted within twenty (20) days for travel and entertainment (T&E) Merchants and ten (10) days for all other Merchants; or for Visa Transactions that do not subsequently have the authorizations reversed within twenty-four (24) hours for Card-Present Transactions or within seventy-two (72) hours for Card-Not-Present Transactions, such as in the case of canceled sales. Additional fees will also apply on Visa Credit Transactions if not subsequently submitted within ten (10) days for T&E Merchants and five (5) days for all other Merchants.

If a Discover Network sale is canceled or if the amount of the Transaction changes following the Merchant's receipt of the positive authorization response for the sale, Merchant must call the Voice Authorization Center directly and request a cancellation of the authorization. An authorization may be canceled at any time within eight (8) days of the receipt of the authorization but must be canceled

before the Transaction is submitted to Bank for settlement, after which the authorization cannot be changed. Discover Network Transactions not submitted for settlement within thirty (30) calendar days of the authorization request may be rejected and not funded or subject to higher interchange and other fees or subject to Dispute. Discover Network Credit Transactions must be submitted for settlement within ten (10) calendar days after Merchant has promised credit or the Transactions may be subject to dispute. In the case of even exchange of the same goods or services, Merchant must be given a receipt indicating the even exchange; such receipt should not be submitted for settlement. Merchant must authorize all Card Transactions for the "known" check amount and not the amount plus estimated tip. If the amount authorized and the actual Transaction amount submitted for deposit do not match, Merchant will incur increased interchange fees except as noted in the following provisions.

Special provisions regarding gratuities:

(i) For Transactions conducted with a Visa Card: Restaurant and Fast-Food Merchants are allowed up to 20% variance above the amount authorized. If the final amount exceeds the amount "Pre-authorized" by more than 20%, the Merchant must perform a second authorization for the additional amount. If a second authorization is not performed, the additional amount may be subject to chargeback.

(ii) For Transactions conducted with a Mastercard Card: Restaurant, Fast-Food, and Drinking-Place Merchants are not subject to a variance percentage but must perform a second authorization for the additional amount if the final amount exceeds the "pre-authorized" amount by more than 25%. Beauty-Shop Merchants are allowed up to a 25% variance above the amount authorized and must perform a second authorization for the additional amount if the final amount exceeds the "preauthorized" amount by more than 25%. All other Merchants are allowed a 10% variance above the amount authorized and must perform a second authorization for the additional amount if the final amount exceeds the "pre-authorized" amount by more than 10%. If a second authorization is not performed, the additional amount may be subject to chargeback.

(g) Suspected fraud. If Bank suspects fraud and terminates this Agreement as a result, Merchant will be reported to the "Combined Terminated Merchant File" as provided in Section 5.12 "Combined Terminated Merchant File". Merchant is responsible for the actions of its current and former employees.

(h) Travel and Entertainment Preauthorization. If Merchant is in a travel or entertainment business (e.g., car rental, hotel or other lodging business) that utilizes estimated pre-authorizations, then the following provisions apply:

(i) A Lodging Merchant must estimate Transaction amounts for Authorization based on the following:

- Cardholder's intended length of stay at check-in time
- Room Rate
- Applicable tax
- Service Charge rates
- Merchant's procedure for estimating additional ancillary charges
- Other allowed charges

(ii) A Cruise Line Merchant may estimate Transaction amounts for Authorization as follows:

- The Merchant must base the initial Authorization Request on the Cardholder's signed statement of intent to purchase goods or services aboard ship for a Cardholder-specified amount.
- The Merchant may obtain additional amounts at any time on or between the Cardholder's embarkation date and the disembarkation date, and must disclose any additional Authorizations to the Cardholder.

(iii) A Car Rental Company must estimate Transaction amounts for Authorization based on the following:

- Cardholder's intended car rental period
- Rental Rate
- Applicable tax
- Mileage rates
- Other allowed charges

When the Cardholder waives insurance at the time of the rental, the estimated Transaction amount must **not** include charges that cover potential vehicle damages or insurance deductible amount.

(iv) After completing the estimates, the Merchant must:

- Disclose the amount to be pre-authorized to the Cardholder.
- Obtain an authorization for the estimated amount and include the date, amount, and Authorization Code on the Transaction Receipt.
- Promptly call the Voice Authorization Center to delete the authorization hold if the Cardholder decides to use another form of payment (e.g., cash, check, etc.). If a new Transaction takes place, a new imprinted and signed sales draft for the exact amount and new positive authorization response code for the amount must be obtained.
- Wait twenty-four (24) hours before attempting to reauthorize if a declined response is received on a Transaction.

(v) The Merchant may obtain a new pre-authorization if the actual charges or subsequent estimated charges exceed the initial estimated Transaction amount and must include the date, amount, and Authorization Code on the Transaction Receipt for each additional authorization. If an authorization request is declined, no charges occurring after that date will be accepted for that Cardholder.

(vi) The Merchant may obtain and must records Authorizations for **additional** amounts above any amount already authorized any time:

- On the check-in/embarkation date or the car rental pick-up date **or**
- Prior to the check-out/disembarkation date or rental return date

The Merchant must obtain a final Authorization and include the date, amount, and Authorization Code on the Transaction Receipt if the actual amount exceeds the sum of the authorized amounts plus 15 percent for Visa and Mastercard Transactions or plus 20 percent for Discover Network Transactions.

A final or additional Authorization is not required if the Transaction amount does not exceed the sum of the authorized amounts plus 15 percent for Visa and Mastercard Transactions or plus 20 percent for Discover Network Transactions.

(vii) When a Cardholder purchases multiple Airline or railway tickets at the same time on the same Account Number, the Merchant may obtain Authorization for each ticket individually.

(i) **Special Provisions Related to Travel and Entertainment Transactions.** Travel and entertainment Merchants may charge certain additional charges when the Cardholder has signed a guest folio or car rental agreement. Lodging Merchants may charge Cardholders additional charges for room, food and beverage charges, and taxes. Lodging Merchants must not require Cardholders to pay additional charges for damage or theft. Car rental Merchants may charge Cardholders additional charges for fuel, insurance, parking tickets, and moving violations. Car rental Merchants must not require Cardholders to pay for damage, theft, or insurance deductibles if the Cardholder has declined coverage. A copy of the Sales Slip reflecting all additional charges must be sent to the Cardholder.

(j) **Transactions of Principals.** Merchant agrees that it will not complete Transactions from Cards of owners, partners or officers unless they are routine Transactions, typical in the business, for actual goods or services. A violation of this restriction entitles Bank to terminate this Agreement.

(k) Examination of Statements.

(i) Provision of Statements – Bank will provide a statement to Merchant at regular intervals when there is current activity on the Merchant Account. Merchant consents to electronic delivery of statements or other common industry delivery channel chosen at Bank's discretion. Electronic delivery shall be deemed delivered when transmitted or when made available by Bank. USPS or private courier delivery shall be deemed delivered 3 business days after mailing or delivery to the carrier. Bank will endeavor to provide reasonable, prior notice to Merchant of any change in delivery channel using the then-current method of delivery or using Merchant's previously indicated delivery preference. Merchant may call the Merchant Client Support Center at 1-877-672-4228 to specify a preferred delivery channel at any time. If Merchant selects a preferred delivery method other than Bank's standard, current delivery method, Bank may charge Merchant a fee for this service.

(ii) Merchant will diligently examine its Merchant Transactions statement and report any questioned, disputed, or missing Transactions or fees within 90 days of receipt of statement. If a Merchant fails to raise any issue related to questioned or disputed Transactions or fees, or if a Merchant fails to report Transactions or fees that were not credited to the statement within 90 days, the statement is deemed to be correct.

1.6 Returns, Credits, Refunds and Adjustments. Merchant shall not discriminate between cash customers and Cardholders customers with respect to the granting of credit or making refunds. Any credit or refund policy of Merchant shall be determined solely by Merchant with regard to any particular sale or credit Transactions; provided however, if it is Merchant's policy to grant cash refunds to cash

customers, Merchant must give a credit to a Cardholder customer by execution and submission of a Credit Voucher to Bank as specified below. Any credit or refund policy established by Merchant must be properly disclosed to Cardholder. Proper disclosure is defined as requiring Cardholder to sign a Sales Slip at the time of the Transaction disclosing Merchant's refund or credit policy regarding Card Transactions, including the following or similar wording, if applicable, which appears legibly on all copies of the Sales Slip, in block letters at least ¼ inch high and in close proximity to the space provided for the Cardholder's signature or on an invoice issued at the time of the sale prior to the sales draft or invoice being presented to Cardholder for signature (it being provided, however, that Merchant's failure to use this precise wording does not necessarily mean that proper disclosure has not been given): "NO REFUNDS", "EXCHANGE ONLY", "IN STORE CREDIT ONLY", or any other language which adequately describes Merchant's refund policy.

Merchant shall not make any cash refund to the Cardholder but must deliver promptly to Bank or Affiliate which received the related Sales Slip a Credit Voucher evidencing the refund or adjustment and completed as follows: Card account number, Cardholder name, Card expiration date, Merchant name, Merchant address, city and state where the Transaction occurred, Merchant's account number, date of credit Transaction, Transaction dollar amount, a brief description of the refund or credit, and the signature of the authorized user as it appears on the back of the Card.

1.7 Notice of Refunds and Return Policy. If no refund or return will be permitted, Cardholder must be advised in writing that the sale is a "final sale" and "no returns" are permitted at the time of the Transaction. Cardholder also must be given written notice of any no-cash refund policy, exchange only, or in store credit only. A writing is defined as requiring Cardholder to sign a sales Transaction slip at the time of the Transaction disclosing Merchant's refund or credit policy regarding Card Transactions. The written notice should include the following or similar wording, if applicable, which appears legibly on all copies of the sales Transaction, in block letters at least ¼ inch high and in proximity to the Cardholder's signature, or on an invoice issued at the time of the sale prior to the sales draft or invoice being presented to Cardholder for signature: "NO REFUNDS", "EXCHANGE ONLY", "IN STORE CREDIT ONLY", or other language which adequately describes Merchant's refund policy.

Merchant shall follow Payment Network reservation/no-show Rules. Merchant must notify Cardholders in writing of this policy and all advance reservations. The Cardholder must be notified at the time of the reservation of the exact number of days required for reservation deposit refunds.

Lodging Merchants must not require more than 72-hour cancellation notification prior to the scheduled arrival date. If the Cardholder makes the reservation within 72 hours of the arrival date, the cancellation deadline must be no earlier than 6 p.m. on the arrival date or date guaranteed. If Lodging Merchant requires that a Cardholder cancel before 6 p.m. Merchant outlet time on the date guaranteed, the Lodging Merchant must mail the cancellation policy including the date and time that cancellation privileges expire to the Cardholder.

1.8 Payment Card Industry (PCI) Data Security Standards. All Payment Networks including Visa, Mastercard and Discover Network have collaborated in creating common industry requirements, known as the Payment Card Industry (PCI) Data Security Standards, to protect Cardholder data. This program is an alignment of Visa's Cardholder Information Security Program (CISP), Mastercard's Site Data Protection (SOP), and Discover information Security and Compliance (DISC) Security Standards. For purposes of this Agreement, reference to the PCI Data Security Standards includes also CISP, SOP, DISC and/or any

successor standards. The PCI Data Security Standards apply to Merchants that store, process, or transmit Cardholder data.

All Merchants that accept Cards must comply with the following security requirements:

- Merchant will implement and maintain all security requirements, as specified in the PCI Data Security Standards, copies of which may be obtained by visiting the Payment Networks' websites at www.pcisecuritystandards.org, www.visa.com/cisp, www.Mastercard.com/sdp or www.discovernetwork.com/fraudsecurity/disc.html. Merchant will be responsible for all fees and expenses at the inception of this Agreement and during on-going processing under this Agreement related to meeting the PCI Data Security Standards, including meeting the standards summarized below, initial and ongoing security audits, or as may be required by Bank or by other Payment Networks Rules.
- Merchant will immediately notify Bank, by giving written notice, of its use of all Qualified Security Assessor (QSA) or Approved Scanning Vendor (ASV) to bring it into compliance with the PCI Data Security Standards as well as to perform the required security audits meeting the requirements of the PCI Data Security Standards. Merchant agrees to use only Payment Network-approved QSA or ASV vendors.
- Merchant must validate compliance with PCI Data Security Standards by submitting required documentation to Bank. Documentation must also be made available to the Payment Networks upon request. Merchant agrees to provide documentation required to validate PCI Data Security Standards compliance at the time of Account opening and on an ongoing basis, consistent with the frequency standards under the PCI Data Security Standards. The documentation must include validation from a Payment Network-approved QSA or ASV vendor. Merchant acknowledges and agrees that in connection with PCI Data Security Standards audits performed by the QSA or ASV vendor, Bank will supply the vendor with certain information on Merchant and its customers in the possession of Bank and Bank will receive the results of the audit. Adherence to the PCI Data Security Standards does not guarantee that a security breach will not occur, nor does it guarantee that subsequent fines from Payment Networks will not occur.
- Merchant must use Third-Party Provers (TPPs), Data Storage Entities (DSEs), and/or third-party application software that meets or exceeds PCI Data Security Standards and applicable Payment Network Rules. Merchant agrees to notify Bank, in writing, regarding the use of any TTP, DSE, or third-party application software prior to engagement or installation as provided in Section 7.3.
- Merchant must ensure that it and any of its TPPs or DSEs implements and maintains all security requirements, as specified in the PCI Data Security Standards.
- Merchant must notify Bank by phone at 1-877-672-4228 immediately, and in no event more than 24 hours after becoming aware of any suspected or confirmed loss or theft of materials or records that contain account information. This information will then be communicated by Bank to the Visa U.S.A. Fraud Control, Mastercard Compromised Account Team, and Discover Fraud Investigations. In the event of a suspected or confirmed loss or theft of materials or records that contain account information, Merchant must both:
 - Demonstrate its ability to prevent future loss or theft of account or Transaction information, consistent with the requirements of the PCI Data Security Standards; and

- Allow Bank, the Payment Networks, or an independent third party acceptable to Payment Networks, to verify this ability by conducting a security review. Any reasonable cost incurred to conduct the security assessment following a potential compromise will be the sole responsibility of the Merchant, along with any chargeback or other fees and any fines imposed on Bank by the Payment Networks for non-compliance caused by Merchant or for compromise events originating with Merchant regardless of compliance status.
- In the event of a suspected or confirmed security breach involving Transactions and/or data of any of the Payment Networks, Merchant must provide Bank and/or Payment Networks with the following information: (i) the date of the breach; (ii) details concerning the date compromised (e.g., account numbers and expiration dates, Cardholder name and addresses, etc.); (iii) the method of such breach; (iv) Merchant's security personnel contacts; (v) the name of any person (including law enforcement) assisting Merchant with the investigation of such breach; and (vi) any other information which Bank reasonably requests from Merchant concerning such breach, including forensics reports. Merchant shall provide such information as soon as practicable, and the items listed in (i)-(v) shall be provided to Bank in any event within 48 hours of your initial notification to Bank to the breach. The Payment Networks reserve the right to conduct on-site visits to ensure compliance with its requirements.
- Merchant agrees to comply, as required, with the PCI Data Security Standards, which include, but are not limited to, the following:
 - Install and maintain a firewall configuration to protect data
 - Do not use vendor-supplied defaults for system passwords and other security parameters
 - Protect stored data
 - Encrypt transmission of Cardholder data and sensitive information across public networks
 - Use and regularly update anti-virus software
 - Develop and maintain security systems and applications
 - Restrict access to data by business need-to-know
 - Assign a unique ID to each person with computer access
 - Restrict physical access to Cardholder data
 - Track and monitor all access to network resources and Cardholder data
 - Regularly test networks
 - Maintain a policy that addresses information security
- Merchant also agrees to implement and maintain any and all security measures necessary to physically protect and secure all hardware devices, including but not limited to credit card terminals, PIN pads, check readers, and electronic cash registers, in order to prevent unauthorized access and use. Bank strongly recommends employing password-protection on all devices which allow this feature.

II. Submission, Fees, and Settlement

2.1 Delivery of Sale and Credit Transactions. On a business-day basis, or in accordance with the applicable Payment Network Transaction presentment time frames, Merchant will electronically present all Card Transactions permitted under this Agreement to Bank, which are subject to billing to Cardholder in each case, except the following: (a) where the Transaction will not be presented until the goods are shipped or the services performed, and (b) where Merchant requests and receives authorization for delayed presentment from the authorization center (in which case, the authorization number and words "Delayed Presentment" must be legibly noted on the sales Transaction and presentation must then be made within the period permitted for delayed presentment). If sales Transactions are not cleared within twenty-four (24) hours from the time of sale, Bank shall pass all applicable Payment Network interchange assessments it incurs for delayed presentment to Merchant.

Payment Networks may reject for settlement Card Transactions not presented within thirty (30) calendar days of the Card Transaction date or if Card Transactions are presented with missing, invalid, or unreadable data; in such cases, Bank will not be required to fund or reimburse Merchant for the Card Transactions and Transactions may be subject to higher fees or subject to dispute.

2.2 Merchant Fees. Merchant shall pay Bank all fees specified on the Fee Schedule attached to the MSA. The fees set forth in this Agreement are based on assumptions associated with the anticipated annual volume and average Transaction size for all Services as set forth in this Agreement and Merchant's method of doing business. If the actual volume or average Transaction size are not as expected or Merchant significantly alters their method of doing business, Bank may adjust the Merchant's discount fee and Transaction fees with notice.

For Transactions that do not qualify for the appropriate interchange rates, the standard Payment Network interchange rates and assessments will apply, which may be higher for non-qualifying Transactions, plus an interchange surcharge. Any such amendment to the fees shall be directly attributed to increases in Payment Network pass-through fees or due to any increase in communications costs charged to Bank by communications common carriers. Such increases shall, with prior notice, become effective as of the date of change.

Bank may increase non-Payment Network fees or charges within its control upon fifteen (15) days prior written notice. Merchant may, upon written notice, terminate this Agreement within fifteen (15) days of receipt of Bank's notice of increased charges.

Merchant agrees that Bank will deduct Merchant fees from the Operating Account on a monthly basis. Merchant also agrees to pay Bank the amount of any fees, charges or penalties assessed against Bank by any Payment Network or issuer as a result of Merchant's violation of the Rules or relating to any additional requirement applicable to Merchant imposed by any Federal or state governmental agency or regulatory authority. Merchant further agrees to contract directly for and to pay for services related to compliance validation for PCI Data Security Standards and payment of any fines assessed against Bank resulting from non-compliance or compromised events.

Without limiting the foregoing, Bank shall have the absolute and unconditional right to increase discount rates and/or Transaction fees if Merchant or Merchant's Transactions do not satisfy eligibility requirements of any applicable Payment Network for minimum interchange fees. Merchant shall pay Bank all fees specified in this Agreement and any additional pricing supplements, as may be amended by Bank from time-to-time. The Discount Rate percentage, applicable interchange fees, assessment fees, surcharges and per item fees are calculated on the gross Visa, Mastercard and Discover Network sales processed by Merchant. If Merchant's Visa, Mastercard and Discover Network Transaction(s) fail to qualify for the interchange level contemplated in the rates set forth, Merchant will be billed for the difference between the qualifying interchange rate and the higher applicable interchange rate, plus an additional interchange surcharge outlined in the attached fee schedule(s) or Merchant Pricing Offer Letter.

2.3 ACH Authorization. To the extent the Automated Clearing House (ACH) process is used to effect debits or credits to Merchant Deposit Account, the undersigned agrees to comply with the terms of the operating rules of the National Automated Clearinghouse Association, as in effect from time to time. The undersigned Merchant authorizes Bank and its Affiliates to initiate credit and debit entries and adjustments to Merchant Deposit Account through the ACH settlement process and/or through direct instructions to (or such other arrangements as we deem appropriate) the financial institution where the Merchant's Deposit Account is maintained for amounts due under this Agreement and under any agreements with Banks or our Affiliates for any related services, as well as for any debit or credit entries made in error. Merchant hereby authorizes the financial institutions where its Merchant Deposit Account is maintained to affect all such debits and credits to Merchant's Deposit Account.

2.4 Billing. All amounts Merchant owes Bank may be charged to either the Operating Account designated, recouped by adjustment of any credits due to Merchant or set off against any account or property Bank holds for or on behalf of Merchant. All funds received by Bank for Merchant sales are property of Bank until Bank determines, in its sole discretion, that all such funds result from legitimate sales by Merchant made in compliance with all Payment Network Rules and this Agreement. Subject to the provision of any warrant of Merchant hereunder, all payments to Merchant will be the amount of sale Transactions submitted less credits. Any payment made by Bank to Merchant shall be subject to subsequent review and verification by Bank for a period of 30 days following payment. If Bank, as a result of Merchant's failure to comply with settlement procedures in this Agreement, is unable to deliver payments otherwise due Merchant, such payments shall be earned compensation of Bank. The discount and other fees will be collected by Bank on a monthly basis or may be collected by a combination of monthly collection of other fees and a daily collection of discount and interchange fees prior to crediting the Merchant's Operating Account. In the event that Merchant fails to meet any of its payment obligations under this Agreement, in addition to any other remedies it may have, Bank may retain a third party to collect what is due from Merchant.

2.5 Retention of Original Sales Information. Merchant must retain all original documentation related to Transactions for at least six (6) months from the date of the Transaction and retain copies of all such data for at least eighteen (18) months from the date of the Transaction. At the request of Bank, Merchant must provide Transaction information to Bank, within seven (7) days of receipt of written or electronic request from Bank. Failure to meet such time frame, or non-delivery of any item, or delivery of an

illegible copy of an item requested by an issuer will constitute a waiver by Merchant of any claims and may result in an irrevocable chargeback for the full amount of the Transaction. Electronic records of such information will satisfy the requirements in this paragraph.

2.6 Storage of Card Transaction Information. Merchant or its agent must store all media containing Cardholder Account Numbers or imprints (such as Transaction Receipts, car rental agreements, hotel folios, Transaction Reports, and carbons) in a secured area limited to selected personnel; and render all data unreadable prior to discarding.

Merchant or its agent must not retain or store magnetic-stripe data, knowingly or unknowingly, subsequent to Authorization of a Card Transaction. In addition, Merchant or its agent must not retain or store Card Verification Value 2 (CVV2), Card Validation Code 2 (CVC2), or Card Identification Data (CID), knowingly or unknowingly, subsequent to Authorization of a Card Transaction. This data must not be retained or stored electronically or manually.

2.7 Disclosure of Card Transaction Information. Merchant must not disclose a Cardholder Account Number, personal information, or other Card Transaction Information to third parties other than to the Merchant's agents, Bank, or to Bank's Agent for the sole purpose of:

- Assisting the Merchant in completing the Transaction; or
- As specifically required by law.

Merchant must not, in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or Card Transaction Information to third parties. The Merchant must:

- Return this information to Bank; or
- Provide Acceptable proof of destruction of this information to Bank.

2.8 Use and Disclosure of BIN Information. Merchant or its agent that receives BIN information from Bank must not use such information for any reason other than to identify Debit Category products at the point-of-sale, unless authorized by Visa U.S.A., Mastercard, and Discover Network.

III. Chargebacks, Claims or Disputes

3.1 Recourse to Merchant. The acceptance of Bank of any Transaction processed in accordance with the terms of this Agreement will be without recourse to Merchant, except for Card-Not-Present Transactions, if Merchant violates its obligations otherwise indicated in this Agreement, and in the following circumstances:

- (a) the Transaction was forced based on a pre-authorization form and the Card on which the authorization was based has been canceled and Merchant was so notified prior to the Transaction;
- (b) the Card giving rise to the Transaction was canceled and prior to, or at the time of the Transaction, Merchant received notice of the cancellation through electronic terminal, in writing, or otherwise;

(c) Bank or issuer has received a complaint from or on behalf of a Cardholder stating that there is an unresolved dispute or defense to a charge (whether or not valid) between Merchant and Cardholder, provided that Merchant retains the right to challenge (represent) such chargebacks per the Rules. Notwithstanding, until Bank has notice in writing with documentation from the Payment Network that the chargeback has been reversed, Bank reserves the right to take any actions consistent with the existence of a chargeback;

(d) The Cardholder makes a written complaint to Bank or issuer that the Cardholder did not make or authorize the Transaction, and that the goods or services identified in a Transaction were not delivered or were returned, rejected, or defective and Merchant has failed either to perform any obligations agreed to or issue a credit Transaction to the Cardholder in the proper amount;

(e) Bank did not receive Merchant's response to a retrieval request within seven (7) business days or any shorter time period required by the Rules;

(f) A set-off or counterclaim of any kind exists in favor of any Cardholder against Merchant that may be asserted in defense of any action to enforce payment against the Cardholder in a Transaction;

(g) A Transaction is charged back by an issuer; or

(h) Any representation of warranty made by Merchant in connection with the Transaction or this Agreement is false or inaccurate in any respect.

In any such case, Bank shall not be obligated to accept a Transaction for credit to the Operating Account. If Bank has credited the Operating Account or for such Transaction, Bank may return the Transaction to Merchant and Merchant may pay Bank the amount of the Transaction. Bank will provide notice to Merchant, in accordance with this Agreement, of any chargeback, claim or dispute however; Merchant agrees that Bank, with prior notice to Merchant, may (i) charge the amount of the Transaction to the Operating Account or as otherwise permitted in this Agreement; (ii) recoup the amount of the Transaction by adjustment of the credits due to Merchant; or (iii) set off the amount of the Transaction against any account or property Bank or its Affiliates holds for or on behalf of Merchant. If Merchant disagrees with a chargeback Transaction, Merchant must so notify Bank in writing within five (5) days of the chargeback, and provide documentation that the dispute has been resolved to Cardholder's satisfaction, or proof that a credit has been issued and proof from the Payment Network that the chargeback has been reversed.

3.2 Resolution of Claims and Disputes. All claims and disputes of any kind and for any reason asserted by any Cardholder respecting any sale or lease of goods or performance of services evidenced by a Transaction must be resolved directly between Merchant and Cardholder. Merchant will fully cooperate with Bank in connection therewith. If any money is determined to be due Cardholder in resolving any such dispute or claim, it will not be paid in cash by Merchant but rather through Bank or its Affiliate deducting the amount from the Operating Account and crediting the Cardholder's Card account. Merchant shall properly execute and deliver to Bank a credit Transaction to process the credit. If unresolved disputes occur with a frequency unacceptable to standards as noted in the Rules, Bank may terminate this Agreement. Merchant agrees to maintain the following information in writing with respect to each claim or defense asserted by a Cardholder for which Merchant has received notice:

(a) The Cardholder's name;

- (b) The Card account number;
- (c) The date and time the Cardholder asserted the claim or defense;
- (d) The nature of the claim or defense; and
- (e) The action, which Merchant took in an attempt to resolve the dispute.

Upon request by Bank, Merchant shall furnish this information in writing within three (3) business days.

3.3 Payment Network Compliance. The Payment Networks have established guidelines, Merchant monitoring programs and reports to track Merchant activity such as, but not limited to excessive credit and chargebacks, and increased deposit activity. In the event the Merchant exceeds the guidelines or submits suspicious Transactions as identified by a Payment Network or any related program or report, Merchant may be subject to: program requirement modifications; incremental chargebacks and/or fees; settlement delay or withholding; termination of Merchant Agreement; placement of Merchant on "Combined Terminated Merchant File" or audit and imposition of fines.

IV. Warranties and Limitation on Liability

4.1 Warranties and Powers of Merchant. Merchant warrants that it has obtained all necessary regulatory approvals, certificates, and licenses to provide any goods and services it intends to offer and that it will fully comply with all Federal, state, and local laws, administrative rules and regulations, as amended from time to time, including those relating to deceptive advertising, privacy rights, the Federal Truth-in-Lending Act, Regulation Z of the Board of Governors of the Federal Reserve System and other consumer protection laws.

As to each Transaction presented to Bank, Merchant warrants that:

- (a) it has complied with all of its obligations under Section I above;
- (b) the Transaction is valid in form and has been completed in accordance with current instructions, if any furnished by Bank to Merchants, and the Rules;
- (c) Merchant has delivered Merchant's merchandise to the Cardholder signing such Transaction or completed Merchant's service described in accordance with Merchant's underlying agreement with the Cardholder;
- (d) each sales Transaction represents the Cardholder's indebtedness to Merchant for the amount shown;
- (e) Cardholder has no defense, right of offset, or counterclaim against Merchant in connection with the purchase or lease of the goods or services;
- (f) Merchant has not charged Cardholder any separate or additional fee(s) or surcharge, or required Cardholder to pay any part of any charge imposed on Merchant by Bank in connection with a transaction. The foregoing does not prohibit Merchant from extending discounts to customers paying

cash, check, or any other means other than by Card, provided such discounted price is presented as a discount from the standard price available for all other means of payments;

(g) Merchant has verified the customer's identity pursuant to the Rules;

(h) it is not submitting any charges for purchases from any entity other than Merchant. This activity, commonly known as credit Card "Factoring" or "Laundering", is a frequent source of improper charges. Charges not approved by the Cardholder have a high probability of chargebacks up to the entire amount of charges submitted, with corresponding financial loss to Merchant, and may be a violation of criminal law.

4.2 Exclusion of Liability. Unless such loss is directly caused by the gross negligence of Bank or its Affiliates, neither Bank nor its Affiliates will be liable to Merchant or Merchant's customers or any other person for any of the following:

(a) Any loss or liability resulting from the denial of credit to any person or Merchant's retention of any Card or any attempt to do so;

(b) Any loss caused by either a Transaction downgrade resulting from defective or faulty hardware and/or software to the extent said software is owned by Merchant or licensed from third parties; and

(c) The unavailability of services caused by the termination of Merchant's contracts with computer hardware vendors, processors or installers.

4.3 Limitation on Damages. In no case shall Merchant be entitled to recover direct damages from Bank or its Affiliates which exceed the fees paid to Bank pursuant to this Agreement during the twelve (12) month period immediately prior to the event giving rise to the claim for damages, net of Payment Network interchanges, assessments, and fines.

NEITHER PARTY SHALL BE LIABLE FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO THE OTHER PARTY OR TO ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE SERVICES PERFORMED BY BANK OR ITS AFFILIATES PURSUANT TO THIS AGREEMENT.

MERCHANT ACKNOWLEDGES THAT NEITHER BANK NOR ITS AFFILIATES HAVE PROVIDED ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT REGARDING THE SERVICES PROVIDED HEREUNDER.

SHOULD THERE BE ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS RESULTING FROM BANK'S PERFORMANCE OR FAILURE TO PERFORM OF ANY KIND, BANK'S LIABILITY SHALL BE LIMITED TO CORRECTING SUCH ERRORS IF COMMERCIALY REASONABLE OR SUPPLYING SUCH OMISSIONS IN THE WORK PRODUCT IN WHICH THEY HAVE OCCURRED, WHICH SHALL BE MERCHANT'S SOLE AND EXCLUSIVE REMEDY THEREFORE.

4.4 Responsibility. Merchant is precluded from agreeing to indemnify or hold harmless Bank or any other party from and against any losses related to this Agreement. Although precluded from giving an indemnification or agreeing to hold the Bank harmless, Merchant shall, to the extent provided by state

law, be responsible for its performance and the performance of its officers and employees related to this Agreement and does not request that Bank assume liability for the performance of Merchant and/or its officers and employees under this Agreement. As a matter of state law, Merchant is subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, are Bank's remedy if it believes it has suffered any losses as a result of Merchant's breach of this Agreement and Merchant accepts liabilities raised under such laws. Nothing in this section should be construed as a waiver of any applicable immunity, unless otherwise provided by law.

V. Other Contract Terms

5.1 Terms. Between Merchants and Bank, this Agreement is effective when signed by all parties and, unless sooner terminated in accordance with this Agreement, shall remain in effect for the remainder of the fiscal year in which the account was opened. After three (3) years, the parties will have the option, upon mutual assent, to renew the Agreement for up to two (2) terms of one (1) year each.

Regardless of which party terminates this Agreement, all existing obligations, warranties, and Agreements with respect to Transactions entered into before such termination will remain in full force and effect and Merchant will remain liable for all obligations to Cardholders and Bank incurred while this Agreement is in effect. Prior to termination, Bank remains liable for providing settlement to Merchant for those Transactions subject to the exceptions noted in this Agreement by Bank. Either Party may terminate this Agreement for convenience and without cause by giving written notice to the other party at any time during the initial term of this Agreement, or any renewal, effective one-hundred and eighty (180) days after such notice.

5.2 Taxes. Merchant is tax exempt and will provide Bank with a valid tax exemption certificate within ten (10) days upon request. For clarity, Bank is solely responsible for taxes assessable against it based on Bank's income, property, and employees.

5.3 Confidentiality. Subject to the Georgia Open Records Act O.C.G.A. §50-18-70 et. seq. Merchant shall treat all information received in connection with this Agreement confidential. Merchant shall prevent the disclosure of this information except for necessary disclosures to affected Cardholders, to Bank, to issuers, and to financial and legal advisors.

5.4 Amendments to this Agreement. In order to ensure that this Agreement is compliant with the Rules and applicable law, Bank may amend provisions of this Agreement or add Cards or services listed in the attached schedule(s) by notifying Merchant in writing of any amendment. Merchant consents to written notice provided through any common delivery channel indicated by Bank, including USPS mail, private courier, electronic delivery, etc., unless Merchant specifies a delivery preference to Bank by calling the Merchant Client Support Center at 1-877-672-4228 or writing to us your specific request at Bank address found in section 5.9. Electronic delivery shall be deemed delivered when transmitted or when made available by Bank. USPS or private courier delivery shall be deemed delivered three (3) business days after mailing or delivery to the carrier.

There are certain computer hardware and software requirements needed to review and receive Account information and notices electronically. These minimum operating system requirements are:

- Internet Explorer® 6.0 sp2 or higher
- Adobe® Reader version 8.0 or higher
- Adobe Flash Player version 9 or higher
- HTTP1.1 must be active.
- SSL3 must be active.
- Show images must be on.
- Scripting must be active.
- Cookies must be active.
- Pop-up windows should be allowed to pop-up and not be forced into a new window/tab or blocked from view. If a pop-up blocker is enabled on Merchant's browser, the pop-up blocker needs to allow pop-up windows for www.mreports.com.

All provisions of this Agreement shall apply to Cards or services added to this Agreement. Bank shall notify Merchant of the fees to be charged for processing the additional Cards and services.

5.5 Information Sharing. Merchant understands and agrees that Bank may disclose any information gathered by us (a) to Bank's affiliates (i.e., companies related to us by common control or ownership) that offer financial products or services, including but not limited to those identified in the Agreement and to Bank's administrative or service units that perform such functions; (b) to non-affiliated companies to assist Bank in providing the products and services Merchant has requested; or (c) as required by the Payment Networks, Rules, or applicable local, state or Federal laws, or regulations.

5.6 Account Maintenance.

(a) Merchant agrees to the following provisions regarding Account maintenance:

- (i) Merchant agrees that it must call Customer Services at 1-877-672-4228 immediately if there is a change to the Demand Deposit Account (DDA) Number ("Operating Account"). Bank may require, at its discretion that the change request be made in writing. If the DDA is held at a financial institution other than Truist, Bank will require a voided check drawn on the new DDA to be submitted with the written request for verification purposes.
- (ii) Merchant agrees that it must call Customer Service at 1-877-672-4228 immediately if there is a change of ownership, ownership structure, Federal tax identification number, type or kind of business, processing method, or in Merchant's third-party provider(s). Merchant must notify Bank in writing if it agrees to obligate and pledge its future credit Card receivables as collateral to a third-party entity offering a Cash Advance Loan program or a credit Card Receivables Purchase program. Merchant is also required to notify Bank in writing if it offers clients the opportunity to purchase a gift Card and/or gift certificate with payment by credit Card. Bank reserves the right to require execution of a new Agreement with respect to any of these changes.
- (iii) Merchant agrees that Bank may require, at its discretion, any notice of changes to the company DBA Name, address, or telephone/facsimile number to be made in writing.
- (iii) Merchant agrees to notify Bank of its intent to discontinue use of Merchant Account(s) and/or prior to initiating an agreement with another provider for similar payment acceptance

services. Monthly fees as specified in this Agreement will be assessed until the Merchant notifies Bank of its intent to close Account(s).

(b) Written correspondence should be mailed to the following address:

Truist Bank – Merchant Services Division
P.O. Box 200 Wilson, North Carolina 27894

(c) In the event the Merchant fails to notify Bank of aforementioned events as required by this Agreement, Bank may terminate the Agreement.

5.7 Termination of Agreement for Cause by Bank.

(a) Bank may terminate this Agreement upon fifteen (15) days' written notice to Merchant under any of the below listed circumstances:

- (i) In the opinion of Bank, there is substantial negative change in the Merchant's business or financial position, including but not limited to any Truist account not in good standing;
- (ii) Chargebacks exceed Payment Network Rules, or appear to be the result of fraudulent Transactions, as defined by the Payment Networks. Bank will provide Merchant with information defining the Payment Network guidelines which, at present, do not require termination for negligible violations that do not exceed two (2) months;
- (iii) Material breach of the Agreement by Merchant;
- (iv) Merchant fails to provide financial statements suitable to Bank on request; provided that those statements are the same as those provided to Merchant's board of directors and investors;
- (v) Any transfer of the voting control of Merchant or a sale of substantially all of Merchant's assets; or
- (vi) The death of any guarantor.

(b) Bank may terminate this Agreement immediately, with notice in the following circumstances and, in such event, place all funds otherwise due Merchant on hold for not less than one hundred eighty (180) days or until such time as questions regarding any Transaction have been resolved to the complete satisfaction of Bank in its sole discretion:

- (i) Any act of fraud, dishonesty or unethical behavior is committed by Merchant, its employees, contractors and/or agents or Bank believes in good faith that Merchant, its former or current employees, contractors and/or agents have committed, are committing or are planning to commit any acts of fraud or misrepresentation in connection with Transaction processing;
- (ii) Any representation or warranty made by Merchant in this Agreement or the Merchant Application is not true or correct, in a material respect;
- (iii) A receiver is appointed for any of Merchant's property;
- (iv) Any proceeding is instituted to seize any of Merchant's property;

- (v) Merchant fails to maintain sufficient funds in the Operating Account to cover the amounts due to Bank hereunder;
- (vi) Merchant files, or has filed against it, a petition under any bankruptcy or insolvency law;
- (vii) As a requirement of Bank by any Regulatory and/or external auditing agencies;
- (viii) Merchant or any of its subcontractors or vendors is listed on the US Department of Treasury's Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons, or any state or Federal regulator or law enforcement agency requires Bank to Terminate the Agreement for US foreign policy or national security purposes. Termination under this section shall relieve Bank from any further payment or performance obligation of any kind under this Agreement, whether currently due or past due. If Bank or its affiliates has any other contracts with Merchant, it or they may also terminate those agreements under this Section.
- (ix) Merchant fails to adhere to any of the requirements of the PCI Data Security Standards;
- (x) Merchant fails to adhere to any of the terms governing Card acceptance in this Agreement including requirements of the Payment Network Rules; or
- (xi) Merchant's business operations do not comply with the Requirements of Law applicable to the Merchant, Bank or Payment Networks or Merchant's business operations cause Bank or are likely to cause Bank to violate Requirements of Law applicable to Bank, regardless of the jurisdiction in which the Merchant accepts or conducts Card Transactions.

Bank may selectively terminate one or more of Merchant's approved locations without terminating this entire Agreement. In the event of termination, all obligations of Merchant incurred and existing under this Agreement prior to termination will survive the termination. Merchant's obligations with respect to any Transaction will be incurred and existing on the Transaction date.

5.8 Terminated Merchant File. If this Agreement is terminated for cause, Merchant acknowledges that Bank may be required to report Merchant's business name and the names and other information regarding its principals to the Terminated Merchant Files maintained by the Payment Networks. Such reporting may result in Merchant never being allowed to accept Cards again with any other Merchant service provider. Merchant expressly agrees and consents to such reporting if Merchant is terminated as a result of the occurrence of an Event of Default or for any reason specified by the Payment Networks.

5.9 Cooperation. In their dealings with one another, each party agrees to act reasonably and in good faith and to fully cooperate with each other in order to facilitate and accomplish the matters contemplated hereby.

5.10 Force Majeure. The parties will be excused from performing any of their respective obligations under this Agreement which are prevented or delayed by any occurrence not within their reasonable respective control, including but not limited to strikes or other labor matters, destruction of or damage to any building, natural disasters, accidents, failure of suppliers, riots or any regulation, rule, law, ordinance or order of any Federal, state or local government authority. Force majeure includes the other party's failure to perform under this Agreement in a timely manner due to conditions that affect the Internet. In the event a force majeure event (other than Merchant's failure to perform) interferes with Bank's performance of the service, Bank will immediately take commercially reasonable steps to mitigate

the force majeure as quickly as commercially reasonable to do so. If the force majeure continues for thirty (30) or more days, Merchant, at its sole option, may immediately terminate this Agreement upon written notice.

5.11 RESERVED.

5.12 Financial Accommodations. Bank and merchant intend this Agreement to be construed as a contract to extend financial accommodations for the benefit of Merchant.

5.13 Interest on Default. If Bank terminates this Agreement, all of the Merchant's monetary obligations under this Agreement shall immediately be due and payable, without notice, provided that such monetary obligations will be prorated to the extent Bank has not rendered the associated services.

5.14 Parties in Interest, Limitation of Rights of Others. Except as otherwise provided in this Agreement, the terms of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, whether express or implied, will be construed to give any person other than the parties any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions contained in this Agreement.

5.15 Severability. If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact be, inoperative or unenforceable as applied in any particular situation, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs herein contained shall not affect the remaining portions of this Agreement or any part hereof.

5.16 Bank Secrecy Act Notice – Important Information About New Accounts. To help the United States Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. Therefore, Bank will ask for names, addresses, dates of birth and other information allowing Bank to identify and retain information on certain individuals associated with this Agreement on behalf of Merchant. We may ask to see a driver's license or other identifying information.

5.17 Notices. All notices, requests, demands or other instruments that may or are required to be given by any party hereunder and are not specified elsewhere in the Agreement shall be in writing and each shall be deemed to have been properly given when (i) served personally on an officer of the party to whom such notice is to be given, (ii) upon expiration of a period of three (3) business days from and after the date of mailing thereof when mailed postage prepaid by registered or certified mail, requesting return receipt, (iii) upon delivery by a nationally recognized overnight delivery service, addressed as follows, or (iv) upon email delivery, as applicable:

Truist Bank
P.O. Box 200 Wilson, North Carolina 27894
Attn.: Merchant Services Division Manager
merchantrisk@truist.com

If to Merchant:

(email as designated in the Participation Agreement)

If to Office of State Treasurer:

All notices and other communications to Office of State Treasurer required or permitted under the Master Agreement and any Addenda shall be sent to the following email address:
ostbanking@treasury.ga.gov

Any party may change the address to which subsequent notices are to be sent by notice to the other given as aforesaid.

5.18 Waivers. The failure of any party at any time to require performance of any provision hereof will not affect the right of such party at a later time to enforce this Agreement. No waiver of any condition, or of the breach of any term contained in this Agreement in one or more instances, shall be deemed to be or construed as a further or continuing waiver of such condition or breach, or a waiver of any other condition or of the breach of any other term of this Agreement.

5.19 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument.

5.20 Assignment. This Agreement may not be assigned or transferred by operation of law or otherwise by Merchant without the prior written consent of Bank, not to be unreasonably withheld.

5.21 Governing Law. This Agreement and the Account shall be governed by the laws of the State of Georgia without regard to its conflict of laws principles. Venue for any action or dispute arising in contact shall be proper in Superior Court of Fulton County, Georgia.

5.22 Captions. Captions in this Agreement are for convenience of reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Agreement.

5.23 RESERVED.

5.24 E-Verify. Bank confirms compliance with E-Verify Contractor Requirements Georgia law, O.C.G.A. §13-10-91.

VI. Terms of Equipment and Ancillary Service Plans

6.1 Equipment Management Services (EMS). An optional, fee-based monthly service plan that provides replacement for a credit Card terminal, printer or PIN pad which becomes inoperative due to mechanical failure covered through the service. Upon receipt of the replacement device, Merchant is responsible for packaging the failed unit(s) and following the instructions provided for its proper return. The Merchant will be charged for unreturned equipment after 30 days. EMS is subject to the following conditions: Equipment damaged as the result of abuse, power surges, physical damage such as that due to fire, water, or acts of God may not be eligible for replacement or may be subject to additional fees. In addition, equipment deemed obsolete by the device manufacturer is not covered. If it is determined a failure occurred outside of normal wear and tear, additional repair charges may apply.

6.2 Per Incident Replacement Service. For a fee, on a per incident basis, Merchant will be provided a replacement for a failed device. The fee will be determined as agreed to in the Merchant's Pricing Offer Letter or at the current per incident fee as disclosed by Bank or Bank's representative prior to replacement order. Upon receipt of the replacement device, Merchant is responsible for packaging the failed unit(s) and following the instructions provided for its proper return. The Merchant will be charged for unreturned equipment after 30 days. Per Incident Replacement Service is subject to the following conditions: Equipment damaged as the result of abuse, power surges, physical damage such as that due to fire, water, or acts of God may not be eligible for replacement or may be subject to additional fees. In addition, equipment deemed obsolete by the device manufacturer is not covered. If it is determined a failure occurred outside of normal wear and tear, additional repair charges may apply.

6.3 Supply Replenishment. Merchant has option to procure supplies through Bank's supplier on an as needed basis by calling 1-877-672-4228 or through a supplier of its own choosing. Merchant may be charged for supplies and applicable shipping and handling fees when ordered through Bank's supplier.

6.4 Third-Party Hardware Lease Agreement. Lease and rental agreements are written and executed directly between the Merchant and the lease company. Bank is not a party to the lease agreement and can not effect changes to the terms of the agreement. All lease agreements are billed and managed by the third-party lease company. All lease related servicing questions and issues must be directed to the lease company.

EMS (Equipment Management Service) is included in executed lease agreement and is included in the lease payment. EMS is subject to the terms contained in Section 6.1.

6.5 Compliance with O.C.G.A. § 50-5-85. Bank certifies that Bank is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, in compliance with and as defined in O.C.G.A. § 50-5-85. In interpreting Bank's compliance with this provision, the Parties agree that O.C.G.A. § 50-5-85 shall not be construed to impose obligations or limitations beyond those in applicable federal law and regulations, including 15 C.F.R. Part 760, on the Bank.

6.6 Independent Contractor; Third-Party Beneficiaries. The parties are independent contractors. Neither party shall have any authority to bind the other. This Agreement and any Addenda are entered into solely for the benefit of Bank and Merchant and will not confer any rights upon any person not expressly a party to this Agreement or any Addenda, including consumers. Bank may subcontract with others to provide Services.

VII. Special Terms related to Merchant's Hardware and Software

7.1 Obsolete Equipment/End-of-Life Product Notices. From time to time, Bank is made aware that certain credit Card processing hardware has been deemed obsolete by its manufacturer and that the manufacturer will no longer provide technical support and/or will no longer supply parts or components needed for repair or replacement of existing devices currently in use. Generally, such parts and components may be available for some time period, however; Bank can neither pre-determine nor control the future availability of the obsolete parts or components. When Bank is made aware of obsolete equipment or end-of-life product notices, it will use best efforts to communicate such notices to Merchant, if applicable, and to provide alternative equipment purchase options so that Merchant may

take action to prevent potential, extended disruptions in its ability to accept credit Card payments. Bank will not, and is in no way obligated to, provide free replacement of obsolete equipment.

7.2 Software/Application Upgrades. Software applications contained within Merchant's credit Card terminal may on occasion require updates or upgrades in order to remain compliant with Federal, state or local law; Payment Network mandates and/or Bank's policies. Bank will use reasonable efforts to identify required updates and notify Merchant, if applicable, in writing and/or by phone, when updates are required and will provide instructions for conducting the update/upgrade. Most software application updates require the terminal to be downloaded with new programming may change the way the Merchant enters credit Card Transactions, with additional or different prompts. The Merchant should review and use all materials provided, such as terminal overlay Cards and quick reference guides to ensure correct Transaction processing. The Merchant must cooperate with Bank in conducting the updates in a timely manner. Failure to complete the updates/upgrades may subject Merchant to Federal, state or local fines and penalties; Payment Network fines or penalties; increased interchange Transaction costs and fees and/or possible termination of Merchant's credit Card acceptance privileges.

7.3 Third-Party Providers and/or Software Applications. Upon Bank approval, Merchant may be allowed to accept credit Card payments utilizing Third-Party Providers (TTPs), Data Storage Entities (DSEs), and Personal Computer (PC) or Electronic Cash Register (ECR) software applications. In addition, upon Bank approval, Merchant may be allowed to use Internet payment gateway service providers. The Merchant must notify Bank of its intent to use any third-party software or service provided and such provider must be approved by Bank prior to initiating Transactions through any Third-Party Provider. The TPP, DSE or software application provider must be certified as compliant with the Payment Card Industry (PCI) Data Security Standards. Upon its approval of the provider, Bank will provide Merchant the data parameters necessary to initiate Card processing using Bank's processing platform(s). The Merchant must notify Bank in writing and with reasonable advance notice of any changes to the third party's application including new version releases as these changes may impact Merchant's ability to successfully process Transactions. Furthermore, Bank is not responsible for issues related to interchange, product pricing, or technical assistance for Merchants using third-party software in order for the Merchant to remain compliant with Federal, state or local law; Payment Network mandates and/or Bank's policies. In most cases, the updates must be performed by a specific date. It is the Merchant's responsibility to coordinate the changes with their third-party provider in a timely manner. Bank will not, and is in no way obligated to, cover any costs associated with making the required changes. Failure to complete the updates may subject Merchant to Federal, state and/or local fines and penalties; Payment Network fines or penalties; increased interchange Transaction costs and fees and/or possible termination of Merchant's credit Card acceptance privileges.

7.4 Bank Reseller of Products to Merchant. From time to time, Bank may offer certain software, payment gateways, virtual point of sale solutions, and other payment processing products ("Third-Party Products") to Merchant that are owned and/or marketed by third parties ("Third-Party Providers"). In offering such products, Bank is acting solely as a reseller of such Third-Party Products. Bank does not endorse Third-Party Products based on its own business needs. Bank is not authorized to bind Third-Party Providers in connection with the sale of Third-Party Products. Merchant's rights with respect to such Third-Party Products may be specified in an agreement for such Third-Party Products made available from the Third-Party Provider. In such case, Merchant must enter into an agreement with such Third-Party Provider if it desires to use the Third-Party Products. Bank expressly disclaims all representations and warranties in connection with Third-Party Products, whether express or implied, including implied warranties of fitness for a particular purpose, merchantability and freedom from

infringement. If Merchant purchases Third-Party Products, Merchant's sole recourse with respect to any claim that may arise directly in connection with the Third-Party Products shall be with the Third-Party Provider, and Merchant agrees that Bank shall not be liable for any such claims, whether at law or in equity. If Merchant elects to use Third-Party Products, Merchant agrees that it shall use only the most recent version of such Third-Party Product available to it, and will promptly update to a newer version upon such newer version becoming available.

In addition, in connection with the use of any Third-Party Products, Merchant agrees to configure security settings as required by current PCI standards. Without limiting the foregoing, Merchant agrees to maintain and enforce a written password management policy that supports a high level of security for accounts used to access such Third-Party Product. The policy shall include requirements for account lockout and password length, complexity and expiration that follow industry best practices. To the extent that any account used includes the receipt by a user of a temporary password, or in any case where Merchant's contractor resets a user's password, the user shall immediately change such temporary password or reset password to a new password. Merchant agrees to not write down, store or transmit the password portion of any account in clear text used for access to software that may be part of any Third-Party Product. Merchant passwords also shall be resistant to "brute force" attacks, such as automated password-cracking programs. Merchant agrees that it shall immediately change any passwords if compromised by any third party in any way.

VIII. Special Debit Card Provisions

8.1 Definitions Applicable to Debit Transactions.

(a) **Debit Card** – The term "Debit Card", as used in this Agreement, shall mean an on-line debit, direct debit or ATM Card that has been issued by an Issuer together with a special code referred to as a Personal Identification Number (PIN) to access customer's account, or any combination thereof, that may be used by the customer for the purposes of effecting a Transaction; in accordance with the Rules.

(b) **Cashback** – A purchase for more than the amount of goods or services, with the Cardholder receiving the difference in Cash.

(c) **Chained Transactions** – Multiple Transactions that occur without the re-entry of the Debit Card and/or PIN.

(d) **Demand Deposit Account** – A deposit account established in Merchant's name with Bank, which is used for settlement of Merchant's Debit Card Transactions.

(e) **PIN (Personal Identification Number)** – The term "PIN", as used in this Agreement, shall mean a four (4) to twelve (12) character alpha-numeric code, issued to or selected by the Cardholder, that must be utilized by the Cardholder, as identification, with a Debit Card to initiate a Transaction.

(f) **PIN Pad** – A device that enables the Cardholder to enter a PIN at a terminal.

(g) **Point-Of-Sale Network** – An electronic data organization or system with whom an agreement has been entered wherein Bank will sponsor the Merchant and Terminal(s) located on the Merchant's premises and will allow the customer to access the terminal using the access device.

(h) **Terminal** – A point-of-sale device, either manned or unmanned, that permits a Cardholder to initiate and effect a Transaction.

(i) **Transaction** – An electronic message interchanged that results in the exchange of financial information which identify both the Debit Card and Merchant.

(j) **Service Mark** – Distinctive mark or marks owned or controlled by the Point-Of-Sale network(s) that identify the Network.

8.2 Display of Service Marks. The Merchant shall adequately display all Service Marks, for Debit Cards accepted, on signs or decals at or near qualifying Terminals solely to inform the public that the Debit Cards accepted under this Agreement will be honored at the Merchant's place of business. The Merchant shall ensure that all Service Marks honored will be printed in a size whose surface area is no smaller than the size of the largest Service Marks of any other shared point-of-sale networks displayed on such sign or decal.

All displays of Service Marks by Merchant by way of decals, signs, printed and broadcast materials or otherwise, must comply with the current graphic standards and effective Rules and regulations.

The Merchant may not refer to the Service Marks in stating eligibility for its products, services, or membership; or that such Service Marks are owned by the Merchant.

Upon termination of Agreement for any reason, the Merchant shall immediately cease to display all Service Marks, shall not in any way use Service Marks, and shall promptly either return to Bank or destroy any materials displaying the Service Marks.

8.3 Completion of Transaction. The Merchant shall not complete a Debit Card Transaction that it knows or should have known to be fraudulent or not authorized by the Cardholder. Within the scope of this requirement, the Merchant shall be responsible for the actions of its employees while acting in its employ. If Bank believes in good faith, the Merchant has presented for processing any Transaction that was not originated as the result of direct Transactions between Merchant and Cardholder, Bank is authorized to delay crediting of Merchant's deposit account with, or otherwise paying Merchant, the amount(s) involved until it has finally determined to its complete satisfaction that the subject Transaction was properly originated.

8.4 Receipt Requirements. Upon completion of any authorized Debit Card Transaction, the Merchant must make available to the Cardholder a receipt that complies fully with all applicable state and Federal laws and regulations, including, but not limited to, Regulation E, and includes, but not limited to, the following information: (i) Transaction Amount, (ii) Transaction Date, (iii) Transaction Type (e.g., payment from Primary Account), (iv) Account Type (e.g., checking, savings, etc.), (v) Card Account Number, (vi) Location of the POS device at which the Transaction was initiated, (vii) Trace Number, (viii) Transaction Time, if the POS device has the capability. Merchant understands and agrees that if the receipt is electronically printed, the receipt must reflect only the last four digits of the Cardholder account number and preceding digits must be pre-filled by an "X", "*", or "#". Example: Cardholder Account Number: *****1234.

8.5 Terminal Requirements. The Merchant shall have at the point-of-sale where Debit Cards are accepted, an operating Track 2 Magnetic Stripe Reader that meets the requirements set forth in the Rules.

The Merchant shall have at the point-of-sale where Debit Cards are accepted, an operating PIN Pad with an alpha-numeric keyboard that meets the requirements set forth in the Rules. The PIN Pad must allow the entry of Personal Identification Numbers (PINs) having from four (4) to twelve (12) characters.

The Merchant shall require that the Cardholder enter his/her PIN at the point-of-sale when initiating a Debit Card Transaction. The Merchant may not require or request the Cardholder's signature or any other means of verifying the Cardholder's identity unless technical problems have prevented the Cardholder from entering his PIN.

A display is required to enable the Cardholder to view data either entered into the Terminal or received in a response to a Transaction. The PIN keyed in by the Cardholder must not be displayed.

Bank must provide an appropriate message to the Cardholder in any instance where the attempted Transaction was rejected. In those instances where a specific reason cannot be provided for the rejection, the message shall refer the Cardholder to the Issuer.

The Merchant shall take all reasonable actions necessary to ensure that all Terminals and PIN Pads operated at their premises are available for use by Cardholders during normal business hours and that the Terminals and PIN Pads are utilized in compliance with Rules and regulations.

Bank shall ensure that Terminals adhere to the timeout requirements. Terminals must wait a reasonable time from the sending of an Authorization Request for a response before timing out the Transaction. This reasonable time must account for processing infrastructure as well as the time necessary to deliver the Authorization Request to the terminal.

8.6 Reversal/Void. A Debit Card Transaction may be reversed or voided electronically, but only if such Reversal/Void is entered prior to midnight of the calendar day on which the original Transaction was initiated. To effect a void or reversal, the Cardholder must re-enter his PIN, the Debit Card must be read by the Magnetic Stripe Reader and the Merchant must transmit the Trace Number and exact dollar amount of the Debit Card Transaction to be reversed or voided. A reversal or void must be initiated at the same Merchant identified on the receipt at which the original Transaction was initiated but need not be initiated at the same terminal.

8.7 Cashback Transactions. Merchants that allow Cardholders to initiate Cashback Transactions shall transmit in its Transaction message to the point-of-sale network, for each Cashback Transaction initiated at the Merchant's location, the amount of cash given to the Cardholder pursuant to the Debit Card Transaction.

If the Merchant receives, in response to a request for authorization for a Cashback Transaction that involves the purchase of goods and/or services, a denial code indicating that Cashback Transaction has been denied solely because the cashback portion of the Transaction would cause the Cardholder to exceed a limit on cash withdrawals imposed on the Cardholder by the Card Issuer Member, shall inform the Cardholder that the Transaction was denied because it would cause the Cardholder to exceed such

limit on cash withdrawal, but that a new Transaction in the amount of the purchase alone may be approved.

8.8 Warranties. Merchant will honor any valid Debit Card properly tendered for use by a Cardholder. By presentation of a Debit Card Transaction of an electronic deposit to Bank, Merchant warrants that the goods or services described thereon were in fact timely delivered to the Cardholder, or to the Cardholder's designee or authorized user or to a location so prescribed; and Merchant warrants that the good delivered or services performed in accordance with any agreement or understanding between Merchant and Cardholder, including, but not limited to the fact that such services rendered were adequate and satisfactory to Cardholder and to the fact that any good furnished and delivered were of the correct quantity, quality, color, size or other agreed upon descriptive or quality requirement.

8.9 PIN-Less Transactions. Debit Card Transactions not containing a PIN may be prohibited by the point-of-sale networks.

8.10 Chained Transactions. Merchants are prohibited from performing Chained Transactions unless the Debit Card is retained by the Terminal from initial insertion until after the final Transaction has been initiated, or unless a separate PIN entry is made for each Transaction.

8.11 Non-Card Swiped Transactions. If the Merchant's magnetic stripe reader is disabled or the stripe on the customer's Debit Card is unreadable, manual entry of the Debit Card's account number is allowed as a fallback procedure only. The Cardholder and the Card must be physically present at the location at the time of the Transaction, and the Cardholder must enter a PIN to effect the Transaction. The Card Issuer may deny these Transactions as a result of missing data. Transactions authorized via the manual entry of the Debit Card's account number that are subsequently found to be fraudulent are the liability of the Merchant.

8.12 Unsatisfactory Performance. The appropriate point-of-sale network shall notify the Bank if at any time it is determined that incidence of complaints regarding a Merchant is unsatisfactory. Such areas of non-compliance include: (i) Transactions were not made as indicated on the records furnished by the Merchant; (ii) Transactions were in amounts that differ from those indicated on such records; (iii) Transactions were fraudulent; or (iv) The number of Reversals is excessive. If any of these allegations are determined by the appropriate point-of-sale network to be in excess of a level satisfactory to the point-of-sale network, that point-of-sale network may upon written notice, require action to eliminate such deficiencies or request the Acquirer to suspend or entirely discontinue operations of any Merchant.

8.13 Confidentiality and Security. The Merchant shall not disclose, sell, purchase, provide, or exchange account number information in the form of Transaction Receipts, carbon copies of Transaction Receipts, mailing lists, tapes, or other media obtained by reason of a Transaction to any third party other than to the Merchant's agents for the purpose of assisting the Merchant in its business, to the Bank, to the appropriate point-of-sale network, or pursuant to a government request.

8.14 Purchase Amounts. The Merchant shall not establish minimum or maximum purchase amounts as a condition of honoring Debit Cards.

8.15 Surcharges. The Merchant shall not require any Cardholder to pay any part of the Merchant's Processing Fee(s), whether through an increase in the price of the goods or services being paid or

otherwise, or to pay any contemporaneous Finance Charge or Surcharge in connection with any Transaction in which a Debit Card is used.

8.16 Record Retention. Merchants must maintain a copy of each Debit Card Transaction for a minimum of three (3) years or such longer period may be required by applicable Federal, state or local law, rule or regulation. Merchants must be able to produce a legible copy of the Debit Card Transaction upon request.

8.17 Return of Cards. Cards that are inadvertently left at a Merchant location may be returned to the Cardholder by the Merchant on the same day if the Cardholder provides positive identification. If the Card is not claimed by the Cardholder by the close of the next Business Day, the Card(s) are to be destroyed.

Remainder of page intentionally blank and end of exhibit

PARTICIPATION AGREEMENT FOR MERCHANT PROCESSING SERVICES

This Participation Agreement for the Master Merchant Agreement and Merchant Program Guide between the Georgia Office of the State Treasurer and Truist Bank effective December 3, 2025 (the Master Merchant Agreement and Merchant Program Guide between the Office of the Georgia State Treasurer and Bank dated July 24, 2024 shall be referred to as the “Master Agreement” and this participation agreement shall be referred to as the “Participation Agreement”) is entered into between Fulton County GA (“Merchant”), and Truist Bank (“Bank”), successor in interest to Branch Banking & Trust, as of (“Participation Effective Date”). Georgia Office of the State Treasurer and Bank are collectively referred to as “Servicers”.

WHEREAS, the Servicers entered into the Master Agreement for the Services contained therein; and

WHEREAS, the terms of the Master Agreement and any subsequent revisions, provide the terms for the Services to certain Authorized State of Georgia government agencies, departments, commissions, boards, bureaus, authorities, institutions and local government entities and non-state entities, including colleges and universities under the auspices of the Board of Regents, government authorities, local governments, qualifying non-profits, and, when authorized as an exception (“Authorized Entity”); and

WHEREAS, the Merchant desires to use the Services in the Master Agreement under the terms of the same;

NOW THEREFORE, the parties to this Participation Agreement hereby agree as follows:

1. Merchant is an Authorized Entity, as defined above, and has received the approval of the Georgia Office of the State Treasurer to participate under the Master Agreement. Merchant represents and warrants that it has been vested with the necessary power and authority to enter into this Participation Agreement with Bank on the Participation Effective Date, for the terms as contained in Section 5.1 of the Truist Merchant Agreement (Identified in the Master Agreement as Exhibit 4).
2. Bank may provide Services to the Merchant pursuant to the terms and conditions of the Master Agreement which are incorporated herein by reference and in accordance with the Bank’s underwriting and onboarding criteria.
3. Merchant acknowledges receipt of a copy of the Master Agreement and all of its addenda, attached hereto as “Attachment A” and Merchant agrees to be bound by the terms and conditions of each therein.
4. Merchant agrees that by executing this Participation Agreement it shall be responsible for all Merchant obligations set forth in the Master Agreement and Addenda to the Master Agreement, including payment of all fees and assumption of all financial obligations related to the Services.
5. Upon termination of the Master Agreement, Merchant must negotiate a separate contract with Bank in order to continue to receive Services and it is the obligation of the Merchant for all obligations of continued provisions of Services or any merchant related services.

6. Any Merchant receiving Services from Bank prior to the Participation Effective Date may assume the accounts and credentials utilized by Merchant and Bank prior to the Participation Effective Date.
7. All notices and other communications to Merchant required or permitted under the Master Agreement and any Addenda shall be sent to Merchant at the following email address in accordance with the notice procedures specified in the Merchant Agreement:
Accounts.Receivable@fultoncountyga.gov
8. This Agreement shall be effective December 3, 2025. The initial term shall terminate on December 31, 2025, and shall automatically renew for annual terms beginning January 1 and ending December 31 each year through December 31, 2028, and then from January 1 through July 23, 2029, provided the Master Agreement remains in effect for each term, or unless otherwise terminated by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as the date set forth above.

FULTON COUNTY, GEORGIA

TRUIST BANK

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

By: _____

Name: _____

Title: _____

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Office of the Fulton County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0903

Meeting Date: 12/3/2025

Department

Finance

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

Request approval to extend an existing contract - Finance Department, 16RFP102009C-CL, 401(a) Defined Contribution Plan Administrative Services with Great-Westlife & Annuity Insurance Company ("Great-West") which operates primarily as Empower Retirement, LLC ("Empower") to provide plan administrative services for an additional 12-month period. Effective dates: January 1, 2026 through December 31, 2026

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: This request is to extend the existing contract for the Fulton County Defined Contribution Plan (401-A) administrative services. There is no cost to the County, as plan expense are deducted from investment returns and returns are credited to Plan Participant accounts net of all

fees. On November 20, 2025, The Defined Contribution Retirement Committee unanimously voted to extend the contract to December 31, 2026.

Community Impact: N/A

Department Recommendation: Recommend approval

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	16-0689	8/17/2016	No Cost
Name Change	21-0293	4/21/2021	No Cost
Extension No. 1	24-0865	12/18/2024	No Cost
Extension No. 2			No Cost
Total Revised Amount			No Cost

Contract & Compliance Information

Prime Vendor: Great-Westlife & Annuity Insurance Company ("Great-West") which operates primarily as Empower Retirement, LLC ("Empower")

Prime Status: Non-Minority

Location: Springfield, MA

County: Hampden County

Prime Value: No cost to the County

Total Contract: No cost to the County

Total Contract Value: No Cost

Certified Value: \$-0

Exhibits Attached

Exhibit 1: Extension Amendment Agreement

Exhibit 2: Performance Evaluation

Fiscal Impact / Funding Source

EXTENSION NO. 2 TO FORM OF CONTRACT

Contractor: Great-Westlife & Annuity Insurance Company ("Great-West") which operates primarily as Empower Retirement, LLC ("Empower")

Contract No. 16RFP102009C-CL, 401(a) Defined Contribution Plan
Administrative Services

Address: 8525 E. Orchard Drive
City, State Greenwood Village, Colorado
80111

Telephone: 303-737-1885
sam.mcgibon1@gmail.com

E-mail:

Contact: Sam McGibbon

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Great-Westlife & Annuity Insurance Company ("Great-West") which operates primarily as Empower Retirement, LLC ("Empower") to provide plan administrative services, dated January 1, 2017, on behalf of the Department of Finance; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, for an additional 12-month period; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Extension No. 2 to Form of Contract is effective as of the 1st day of January, 2026, between the County and Empower, who agree that all Services specified will be performed by in accordance with this Extension No. 2 to Form of Contract and the Contract Documents for an additional 12-month period, with the contract ending as of 31st day of December, 2026.

1. **COMPENSATION:** No cost to Fulton County, as plan expenses are deducted from investment returns and returns are credited to Plan Participant accounts net of all fees.

3. **LIABILITY OF COUNTY:** This Extension No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 2 TO FORM OF CONTRACT:** Except as modified by this Extension No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

Empower Retirement

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

[Insert title of person authorized to
sign contract]

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Ray Turner, Interim Director
Department of Finance

Performance Evaluation Details

ID	E1
Project	457(b) Deferred Compensation Plan Administrator
Project Number	19RFP524216C-BKJ
Supplier	Empower Retirement
Supplier Project Contact	Sam McGibbon (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2025 to 09/30/2025
Effective Date	11/19/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/19/2025 02:51 PM EST
Completion Date	11/19/2025 02:51 PM EST
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0904

Meeting Date: 12/3/2025

Department

Finance

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

Request approval to renew existing contracts - Finance Department, 19RFP524216C-BKJ, 457(b) Deferred Compensation Plan Administrator with Great-Westlife & Annuity Insurance Company ("Great-West") which operates primarily as Empower Retirement, LLC ("Empower") to provide plan administrative services for the 457(b) Deferred Compensation Plan. Contributions are 100% employee paid - no cost to the County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

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

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

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: This request is to renew the existing contract to provide plan administrative services for the 457(b) Deferred Compensation Plan.

Community Impact: N/A**Department Recommendation:** Recommend approval**Project Implications:** N/A**Community Issues/Concerns:** N/A**Department Issues/Concerns:** N/A**Contract Modification:**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-1010	12/4/2019	No Cost
Name Change	21-0293	4/21/2021	No Cost
Renewal No. 1	24-0866	12/18/2024	No Cost
Renewal No. 2			No Cost
Total Revised Amount			No Cost

Contract & Compliance Information**Contract Value:** No cost to the County**Prime Vendor:** Great-Westlife & Annuity Insurance Company ("Great-West") which operates primarily as Empower Retirement, LLC ("Empower")**Prime Status:** Non-Minority**Location:** Springfield, MA**County:** Hampden County**Prime Value:** \$No cost to the County Total Contract**Contract Value:** \$ No cost to the County**Certified Value:** \$-0**Exhibits Attached**

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Performance Evaluation



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP# NUMBER:19RFP524216C-BKJ

BID/RFP# TITLE: 457(b) Deferred Compensation Plan Administrator

ORIGINAL APPROVAL DATE: 12/4/2019

RENEWAL EFFECTIVE DATES: January 1, 2026 through December 31, 2026

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$0.00

COMPANY'S NAME: NAME:Great-Westlife & Annuity Insurance Company dba Empower Retirement, LLC

ADDRESS:8515 E. Orchard Road , Colorado, 80111

CITY: Greenwood Village

STATE: CO

ZIP: 80111

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on **BOC DATE:**_____ **BOC NUMBER:** _____].

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



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**Great-Westlife & Annuity Insurance
Company dba Empower Retirement,
LLC**

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

**[Insert name]
[Insert title]**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Ray Turner, Interim Finance Director
Finance**

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	457(b) Deferred Compensation Plan Administrator
Project Number	19RFP524216C-BKJ
Supplier	Empower Retirement
Supplier Project Contact	Sam McGibbon (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2025 to 09/30/2025
Effective Date	11/19/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/19/2025 02:51 PM EST
Completion Date	11/19/2025 02:51 PM EST
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0905

Meeting Date: 12/3/2025

Department

External Affairs

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

Request approval to renew an existing contract - External Affairs, 24RFP1320756A-BKJ, State Intergovernmental & Interagency Affairs Services, in the amount of \$144,000.00 with Georgia Public Affairs, LLC, (Atlanta, GA) to provide State Intergovernmental & Interagency Affairs Services. The action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request to renew will continue to provide State Intergovernmental & Interagency Affairs services that will assist the County on a broad range of issues involving state policy and engagement with State officials in the General Assembly, State agencies, and engagement with elected and appointed officials.

Scope of Work: Assist the County on a broad range of issues involving state policy and engagement with State officials in the General Assembly, State agencies, and engagement with elected and

appointed officials.

Community Impact: Services are provided on behalf of the Fulton County Board of Commissioners to advance policy proposals - legislative, regulatory and administrative - for positive impacts for Fulton County residents.

Department Recommendation: Recommend approval.

Project Implications: Greater policy and funding advocacy for County programs and services.

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

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

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0836	11-12-24	\$144,000.00
1st Renewal			\$144,000.00
Total Revised Amount			\$288,000.00

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

Contract Value: \$144,000.00

Prime Vendor: Georgia Public Affairs, LLC
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$144,000.00 or 100.00%

Total Contract Value: \$144,000.00 or 100.00%
Total Certified Value: \$00.00 or 100.00%

Exhibits Attached:

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

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

Jessica Corbitt, Director, Dept. of External Affairs, 404-713-5990

Contract Attached

Yes

Previous Contracts

■

Yes

Total Contract Value

Original Approved Amount: \$144,000.00
Previous Adjustments: \$0.00
This Request: \$144,000.00
TOTAL: \$288,000.00

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

100-130-1305-1160: General Fund, External Affairs, Professional Services

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> renewal option remains

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2025
Report Period End: 9/30/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: External Affairs

BID/RFP# NUMBER: 24RFP1320756A-BKJ

BID/RFP# TITLE: State Intergovernmental and Interagency Affairs Services

ORIGINAL APPROVAL DATE: December 24, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026 – December 31, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$144,000.00

COMPANY'S NAME: Georgia Public Affairs, LLC

ADDRESS: PO Box 78602

CITY: Atlanta

STATE: GA

ZIP: 30309

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

Georgia Public Affairs, LLC

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

**John P. Clayton
Principal**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Jessica A. Corbitt-Dominguez, Director
Department of External Affairs**

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	State Intergovernmental and Interagency Affairs Services
Project Number	24RFP1320756A-BKJ
Supplier	Georgia Public Affairs
Supplier Project Contact	John Clayton (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2025 to 09/30/2025
Effective Date	11/21/2025
Evaluation Type	Formal
Interview Date	11/21/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/21/2025 02:44 PM EST
Completion Date	11/21/2025 02:44 PM EST
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Contractor has done an excellent job supporting Fulton County in achieving its state legislative and funding priorities.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Contractor maintains open lines of communications throughout the legislative season and throughout the year.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Provides regular weekly legislative updates throughout the legislative session.

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Contractor maintains open lines of communication with all Fulton County stakeholders.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Contractor submits all required documentation on time.

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	Click here to enter a date. 12/3/2025
Department:	Click here to enter text. External Affairs
Contract Number:	Click here to enter text. 24RFP1320756A-BKJ - Georgia Public Affairs
Contract Title:	Click here to enter text. State Intergovernmental and Interagency Affairs Services

Instructions:

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

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

Click here to enter text. None - This is a flat fee contract.

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

☒ Internet search of pricing for same product or service:

Date of search:	11-21-25
Price found:	\$120,000 - Clayton County
Different features / Conditions:	Smaller jurisdiction.
Percent difference between internet price and renewal price:	\$24,000

Explanation / Notes:

Click here to enter text.

Fulton County has unique legislative needs. In light of those additional needs, Fulton County's pricing from Georgia Public Affairs compares favorably to the contract in neighboring Clayton County.

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

Click here to enter text.

144,000

4. **Does the renewal option include an adjustment for inflation?**
(Information can be obtained from CPI index)

☐ Yes

☒ No

Was it part of the initial contract?

☐ Yes

☒ No

Date of last purchase:

Click here to enter a date.

Price paid:

Click here to enter text.

Inflation rate:

Click here to enter text.

Adjusted price:

Click here to enter text.

Percent difference between past purchase price and renewal price:

Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

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

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

Fulton County would be less



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0906

Meeting Date: 12/3/2025

Department

External Affairs

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

Request approval to renew existing contracts - Department of External Affairs, 23RFP081423A-KM, External Grant Writing and Support Services in the amount of \$20,000.00 with Think and Ink Grant Consulting (Atlanta, GA) to provide external grant writing and support services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This will provide external grant writing and support services.

Scope of Work: Consultant will provide external grant writing and support services. To pursue federal, state, and foundation grant opportunities to augment internal funding for County programs and services.

Community Impact: Grant funding augments and leverages General Fund for greater community

impact for County programs and services.

Department Recommendation: Recommend approval.

Project Implications: Greater policy and funding advocacy for County programs and services.

Community Issues/Concerns: Contract addresses County supports to community social service needs.

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

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	12/14/2023	\$20,000.00
1st Renewal	24-0775	11/20/2024	\$20,000.00
2nd Renewal			\$20,000.00
Total Revised Amount			\$60,000.00

Contract & Compliance Information

Contract Value: \$20,000.00

Prime Vendor: Think and Ink Grant Consulting, LLC
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$20,000.00 or 100.00%

Total Contract Value: \$20,000.00 or 100.00%

Total Certified Value: \$20,000.00 or 100.00%

Exhibits Attached

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

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

Jessica Corbitt, Director of External Affairs, 404-612-8303

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$20,000.00
Previous Adjustments: \$20,000.00
This Request: \$20,000.00
TOTAL: \$60,000.00

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

100-130-1305-1160: General Fund, External Affairs, Professional Services

Key Contract Terms	
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

Overall Contractor Performance Rating: 70**Would you select/recommend this vendor again?**

Yes

Report Period Start:
1/12/2025

Report Period End:
11/11/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: External Affairs

BID/RFP# NUMBER: 23RFP081423A-KM

BID/RFP# TITLE: External Grant Writing & Support Services

ORIGINAL APPROVAL DATE: December 14, 2023

RENEWAL EFFECTIVE DATES: January 1, 2026 through December 31, 2026

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: No renewal option

RENEWAL AMOUNT: \$20,000.00

COMPANY'S NAME: Think and Ink Grant Consulting

ADDRESS: 309 East Paces Ferry Rd NE # 400

CITY: Atlanta

STATE: GA

ZIP: 30305

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on **BOC DATE:** _____ **BOC NUMBER:** _____].

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**THINK AND INK GRANT
CONSULTING**

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

**Shavonn Richardson
CEO**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Jessica A. Corbitt, Director
Department of External Affairs**

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E8
Project	External Grant Writing & Support Services
Project Number	23RFP081423A-KM
Supplier	Think and Ink Grant Consulting
Supplier Project Contact	Shavonn Richardson (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/12/2025 to 11/11/2025
Effective Date	11/21/2025
Evaluation Type	Formal
Interview Date	11/21/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/21/2025 05:29 PM EST
Completion Date	11/21/2025 05:29 PM EST
Evaluation Score	70

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

While no grants were submitted written by this vendor in 2025 due to diminished grant opportunities, the vendor has been responsive and maintained strong communication.

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

While no grants were submitted written by this vendor during this timeframe, the vendor has been responsive and maintained strong communication.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

While no grants were submitted written by this vendor during this timeframe, the vendor has been responsive and maintained strong communication.

COMMUNICATIONS AND CO-OPERATION

14/20

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments

While no grants were submitted written by this vendor during this timeframe, the vendor has been responsive and maintained strong communication.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

While no grants were submitted written by this vendor during this timeframe, the vendor has been responsive and maintained strong communication.

GENERAL COMMENTS

Comments

While no grants were submitted written by this vendor during this timeframe, the vendor has been responsive and maintained strong communication.

Contract Renewal Evaluation Form

Date:	Click here to enter a date.
Department:	Click here to enter text.
Contract Number:	Click here to enter text.
Contract Title:	Click here to enter text.

Instructions:

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

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

Click here to enter text.

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

☐ Internet search of pricing for same product or service:

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

Explanation / Notes:

Click here to enter text.

Fulton County's rate compares favorably to other jurisdictions in an internet search. For example, the City of Norwood, CO has an approved agreement of \$150/hour. Based on that rate, Fulton County will receive a higher # of hours.

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

\$0
Click here to enter text.

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

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

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text. 0%

Explanation / Notes:

Click here to enter text.

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

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

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

Fulton County may not have the readiness to respond to competitive grant applications.
Click here to enter text.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0907

Meeting Date: 12/3/2025

Department

External Affairs

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

Request approval to renew existing contracts - Department of External Affairs, 24RFP1323200A-BKJ, Federal Intergovernmental and Interagency Affairs Services in an amount not to exceed \$132,000.00 with McGuireWoods Consulting, LLC to provide federal intergovernmental affairs services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract will provide federal intergovernmental affairs services.

Scope of Work: Assist the County on a broad range of issues involving Federal policy engagement with Federal officials, and engagement with elected and appointed officials.

Community Impact: Advocate and secure for federal funding and the County's federal policy agenda to positively impact County residents.

Department Recommendation: Recommend approval.

Project Implications: Team has improved County's engagement with the Congressional delegation and federal agencies.

Community Issues/Concerns: Contract addresses broad federal policy goals passed by the Board of Commissioners.

Department Issues/Concerns: Addresses Board of Commissioners and departmental needs for lobbying and intergovernmental affairs support.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0837	12/4/2024	\$132,000.00
1st Renewal			\$132,000.00
Total Revised Amount			\$264,000.00

Contract & Compliance Information

Contract Value: \$132,000.00

Prime Vendor: McGuireWoods Consulting LLC
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$132,200.00 or 100.00%

Total Contract Value: \$132,200.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

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

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

Jessica Corbitt, Director, External Affairs, (404) 612-8303

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$132,000.00
Previous Adjustments: \$0.00
This Request: \$132,000.00
TOTAL: \$264,000.00

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

100-130-1305-1160: General Fund, External Affairs, Professional Services

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment: 0.00	Renewal/Extension Terms: <input type="radio"/> renewal option remains

Overall Contractor Performance Rating: 100**Would you select/recommend this vendor again?**

Yes

Report Period Start: 7/1/2025
Report Period End: 9/30/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: External Affairs

BID/RFP# NUMBER:24RFP1323200A-BKJ

BID/RFP# TITLE: Federal Intergovernmental and Interagency Affairs Services

ORIGINAL APPROVAL DATE: December 4, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$132,000.00

COMPANY'S NAME: McGuireWoods Consulting LLC

ADDRESS:888 16th Street, NW, Suite 500

CITY: Washington

STATE: DC

ZIP: 20006

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

McGuireWoods Consulting LLC

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

**Scott G. Binkley
Vice President Federal Affairs**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Jessica A. Corbitt-Dominguez, Director
Department of External Affairs**

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	Click here to enter a date.
Department:	Click here to enter text.
Contract Number:	Click here to enter text.
Contract Title:	Click here to enter text.

Instructions:

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

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

Click here to enter text.

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

☐ Internet search of pricing for same product or service:

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

Explanation / Notes:

Click here to enter text.

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

Click here to enter text.

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

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

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

Explanation / Notes:

Click here to enter text.

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

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

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

Click here to enter text.

Performance Evaluation Details

ID	E3
Project	Federal Intergovernmental and Interagency Affairs Services
Project Number	24RFP1323200A-BKJ
Supplier	McGuireWoods Consulting
Supplier Project Contact	Scott Binkley (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	11/21/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/21/2025 02:40 PM EST
Completion Date	11/21/2025 02:40 PM EST
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Contractor has been very helpful in navigating rapidly changing federal policy and funding landscape.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Contractor maintains regular meeting cadence.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Contractor provides regular updates.

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Contractor is very responsive and communicative with all stakeholders.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Contractor has helped advance Fulton County's federal policy and funding priorities.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0908

Meeting Date: 12/3/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Vault Easement Dedication of 220 square feet to Fulton County, a political subdivision of the State of Georgia, from Archbishop Gregory J. Hartmeyer, Archbishop of the Roman Catholic Archdiocese of Atlanta, and His Appointed Successors and/or Administrators In Office, owner, for the purpose of constructing the St. Brigid Catholic Church Expansion Project at 3380 Old Alabama Road, Johns Creek, Georgia 30022.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed St. Brigid Catholic Church Expansion Project requires a water vault easement dedication. Fulton County development regulations require that all new water service line

connections acknowledge Fulton County's ownership interests in the area(s) where a connection is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 220 square feet and is in Land Lots 923 and 924 of the 1st District, 2nd Section of Fulton County, Georgia

Community Impact: The community will benefit from the extension of the County's water system and the Church Expansion Project.

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name: ST. BRIGID CATHOLIC CHURCH EXPANSION
Tax Parcel Identification No.: 12 317009230478
Land Disturbance Permit No.: WRN25-071
Zoning/Special Use Permit No.:
(if applicable)

For Fulton County Use Only

Approval Date: _____

Initials: _____

WATER VAULT EASEMENT (Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 26th day of September, 2025, between
ARCHBISHOP GREGORY J. HARTMEYER, ARCHBISHOP OF THE ROMAN CATHOLIC ARCHDIOCESE OF ATLANTA, AND HIS APPOINTED SUCCESSORS AND/OR ADMINISTRATORS IN OFFICE, 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 installation of a water vault, water meter, and appurtenances on
subject property, and in consideration of the benefits which will accrue to the subject property from the
installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has
granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the
party of the second part and to successors and assigns the right, title, and privilege of an easement on
subject property located in land lot(s) 923 & 924 of the 1st District, 2nd
Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

St. Brigid Catholic Church Expansion

Project Name

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

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

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

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

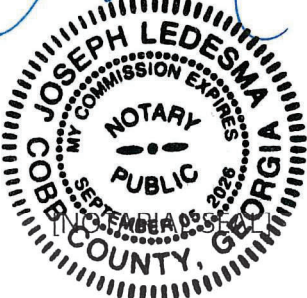
Grantor hereby warrants that it has the right to sell and convey this easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water vault easement unto the said FULTON COUNTY, its successors and assigns against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

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

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

Signed, sealed and delivered this 26th
day of September, 20 25
in the presence of:

Maurice [Signature]
Witness

Joseph LeDesma
Notary Public


ARCHBISHOP GREGORY J. HARTMEYER, ARCHBISHOP OF THE ROMAN CATHOLIC ARCHDIOCESE OF ATLANTA, AND HIS APPOINTED SUCCESSORS AND/OR ADMINISTRATORS IN OFFICE

GRANTOR:

CORPORATE NAME

By:

John F. Schiavone

Print Name:

John F Schiavone

Title:

Dir. of Real Estate Development

By:

Print Name:

Title:

[CORPORATE SEAL]

EXHIBIT "A"

**OLD ALABAMA ROAD
WATER VAULT EASEMENT**

All that tract or parcel of land lying and being in Land Lots 923 and 924, 1st District, 2nd Section, City of Johns Creek, Fulton County, Georgia, being more particularly described as follows:

To find the point of beginning, COMMENCE at a ¾-inch open-top pipe found on the east line of Land Lot 923, said open-top pipe marking the southeast corner of the lands of Kanur, LLC, as recorded in Deed Book 65111 Page 228, and being located along the west line of Preston Oaks Subdivision, and from whence Fulton County GIS Monument Station 1302 bears, North 18°20'03" West, 449.60 feet; thence leaving said land lot line and running along a line common to the lands of The Roman Catholic Archdiocese of Atlanta and Kanur, LLC, North 86°24'08" West, 165.90 feet to a ¾-inch open-top pipe found; Thence, North 18°43'17" West, 292.28 feet to an iron pin set; thence running, South 61°05'47" West, 354.38 feet to a point; Thence, South 15°56'08" West, 14.18 feet to a point; thence, South 61°05'47" West, 20.00 feet to a point; Thence, North 73°44'35" West, 14.18 feet to a point; thence, South 61°05'47" West, 100.51 feet to a point and the true POINT OF BEGINNING; Thence running, South 28°54'13" East, 10.00 feet to a point; Thence, South 61°05'47" West, 22.00 feet to a point; Thence, North 28°54'13" West, 10.00 feet to a point; Thence, North 61°05'47" East, 22.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Georgia Grid North, NAD83, West Zone.

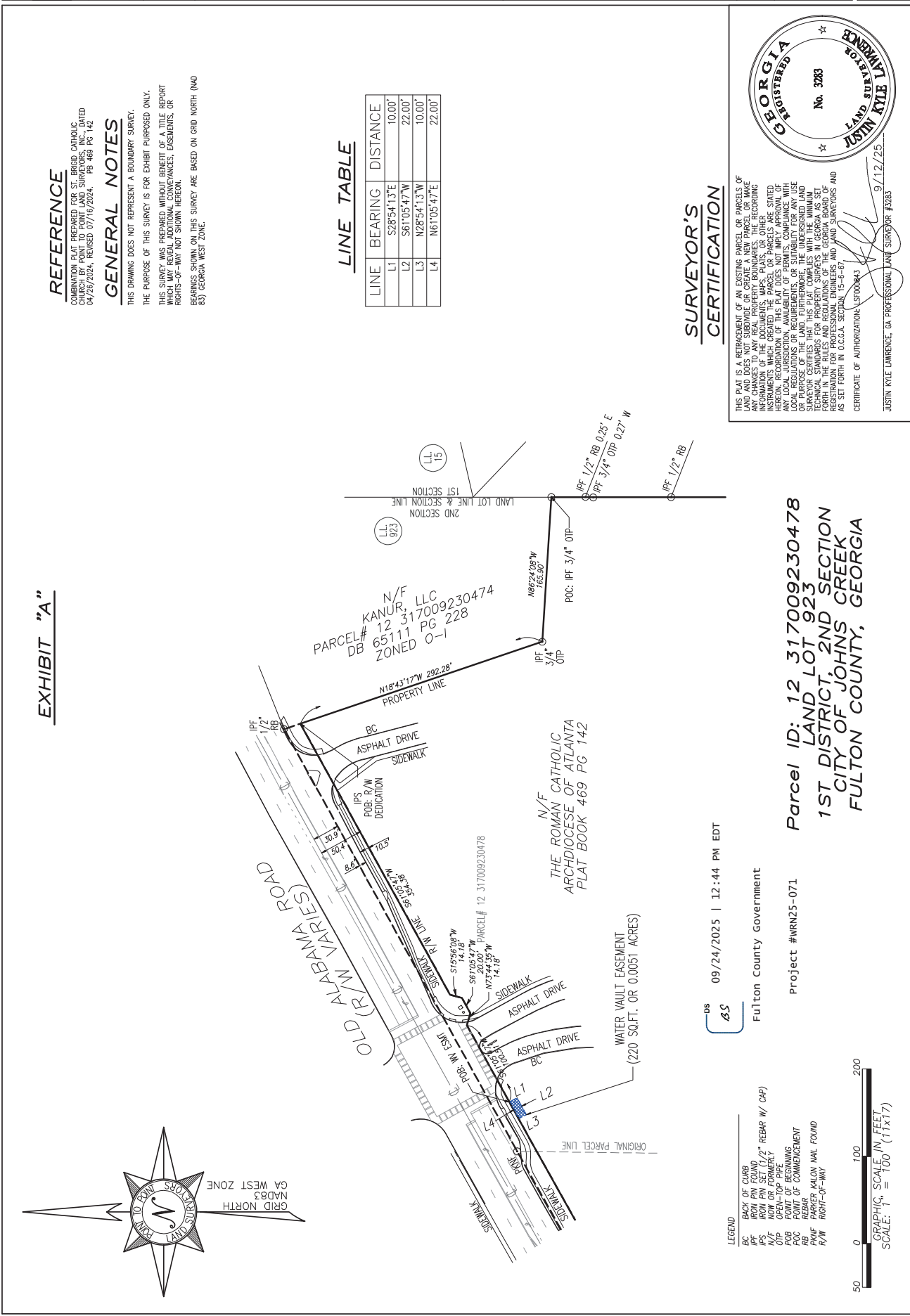
Said easement contains 0.0051 acres (220 square feet), more or less, as shown in a survey prepared for St. Brigid Catholic Church by POINT TO POINT LAND SURVEYORS, INC. dated September 10, 2025.



09/24/2025 | 12:44 PM EDT

Fulton County Government

Project #WRN25-071





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0909

Meeting Date: 12/3/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Vault Easement Dedication of 300 square feet to Fulton County, a political subdivision of the State of Georgia, from Market District Crabapple Condominium Association, Inc. for the purpose of constructing the Reliant at Market District Project at 12655 Birmingham Highway, Milton, Georgia 30004.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed Reliant at Market District Project, a commercial development, requires a water line easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s)

where a connection is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 300 square feet and is in Land Lot 1134 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 commercial development.

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name: Reliant at Market District
Tax Parcel Identification No.: 22 416 111 340 29 7
Land Disturbance Permit No.: #WRN 25-054
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER VAULT EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 6th day of October, 20 25, between Market District Crabapple Condominium Association, Inc., a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 1134 of the 2 District, 2 Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Reliant at Market District

Project Name

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

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

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

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

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

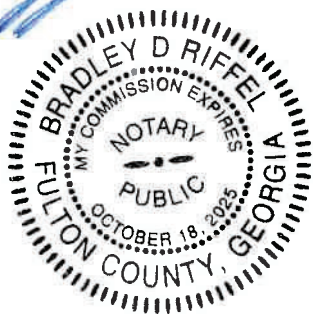
IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 6th
day of October, 20 25
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: Market District Crabapple
Condominium Association, Inc.
CORPORATE NAME

By: [Signature]
Print Name: Brent Beecham

Title: President

By: [Signature] 10/06/2025

Print Name: Roberto Soriano

Title: Cashier

[CORPORATE SEAL]

Exhibit A

Water Vault Easement - Legal Description

Reliant at Market District

ALL THAT TRACT OR PARCEL of land being in Land Lots 1134 of the 2nd District, 2nd Section of Fulton County, Georgia; this description is based on information taken from a survey by Engineering303 dated June 20, 2017 and shown on an easement exhibit by AEC, Inc. dated July 14, 2025, being more particularly described as follows:

THE POINT OF COMMENCEMENT begins at an iron pin set (1/2" rebar) located along the northeasterly right-of-way found at the northeast corner of the intersection Heritage Walk (60' R/W) and Cortland Road (Private) in land lot 1134 of the 2nd district 2nd section of Fulton County, Georgia,

Thence running along said right-of-way 3.42 feet along a curve to the left, said curve having a radius of 190.00 feet and being subtended chord of north 57 degrees 12 minutes 37.2 seconds west, 3.42 feet to THE POINT OF BEGINNING;

from said POINT OF BEGINNING;

running thence 20.01 feet along a curve to the left, said curve having a radius of 190.0 feet and being subtended by a chord of north 60 degrees 44 minutes 35 seconds west, 20.00 feet to a point;

departing said right of way, running thence north 30 degrees 09 minutes 14 seconds east for 15.31 feet to a point;

running thence south 59 degrees 50 minutes 46 seconds east for 20.00 feet to a point;

running thence south 30 degrees 09 minutes 14 seconds west for 15.00 feet to the POINT OF BEGINNING.

Said tract of land contains 0.007 acres or 300 square feet.



10/03/2025 | 10:58 AM EDT

Fulton County Government

PROJECT: RELIANT at MARKET DISTRICT

ADDRESS: 3600 HERITAGE WALK

MILTON, GA 30004

LAND LOT: 1134

DISTRICT: 2ND

SECTION: 22

PID#: 416 111 340 29 7

EASEMENT AREA: 300 SF

GRANTOR: RELIANT REAL ESTATE MANAGEMENT, LLC.

GRANTEE: FULTON COUNTY

DEED BOOK: 61041

PAGE: 0360

FUL CO PERMIT#: WRN25-054

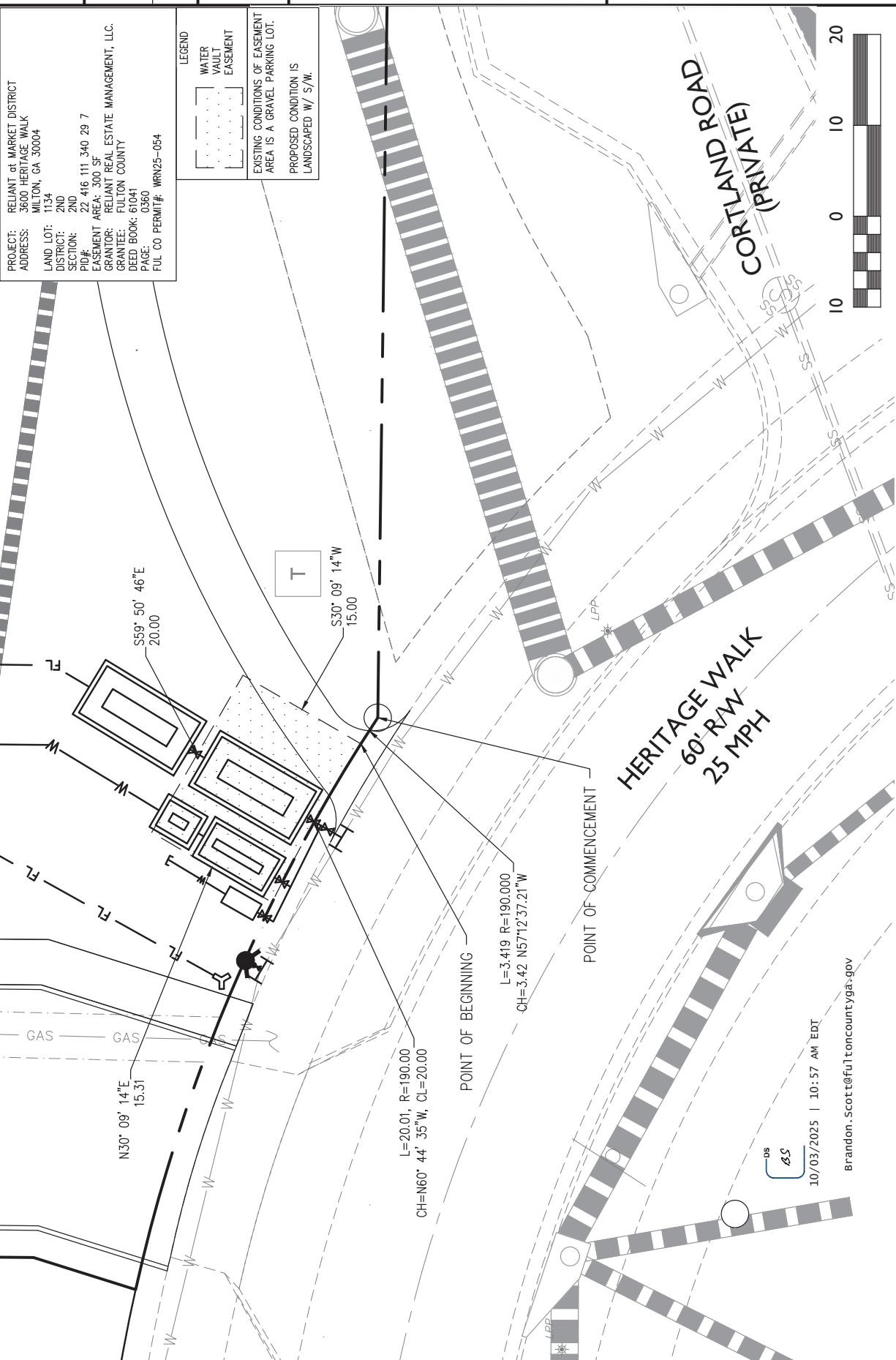
LEGEND

WATER VAULT

EASEMENT

EXISTING CONDITIONS OF EASEMENT AREA IS A GRAVEL PARKING LOT.

PROPOSED CONDITION IS LANDSCAPED W/ S/W.





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0910

Meeting Date: 12/3/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 121,824 square feet to Fulton County, a political subdivision of the State of Georgia, from Rivertown ONO Investment, LLC, for the purpose of constructing The Brooke at Rivertown Project at Ono Road, South Fulton, Georgia 30268.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed The Brooke at Rivertown Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuance of a Land

Disturbance Permit. The easement area to be conveyed to the County consists of 121,824 square feet and is located in Land Lots 87,88,105 of the 7th District of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : The Brooke at Rivertown

Tax Parcel Identification No.:

Land Disturbance Permit No.: LD-2022-007628 and 225-008WR

Zoning/Special Use Permit No.:

(if applicable)

07 190000870604,
07 190200870362,
07 190200870180,
07 190200870172

SEWER EASEMENT
(Corporate Form)

For Fulton County Use Only

Approval Date: _____

Initials: _____

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 25th day of September, 2025, between
Rivertown ONO Investment 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 sewer line through subject property, and in consideration of the benefits which will accrue to the
subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold
and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and
assigns the right, title, and privilege of easements through subject property located in Land Lot(s)
87, 88, 105, N/A Section (if applicable) of District 7, Fulton County, Georgia, and
more particularly described as follows: To wit:

The Brooke at Rivertown

Project Name

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

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

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

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

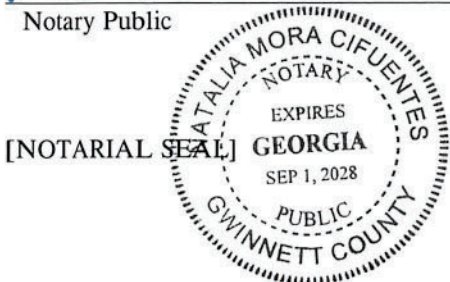
Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

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

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

[Signature]
Witness

Natalia Mora C.
Notary Public

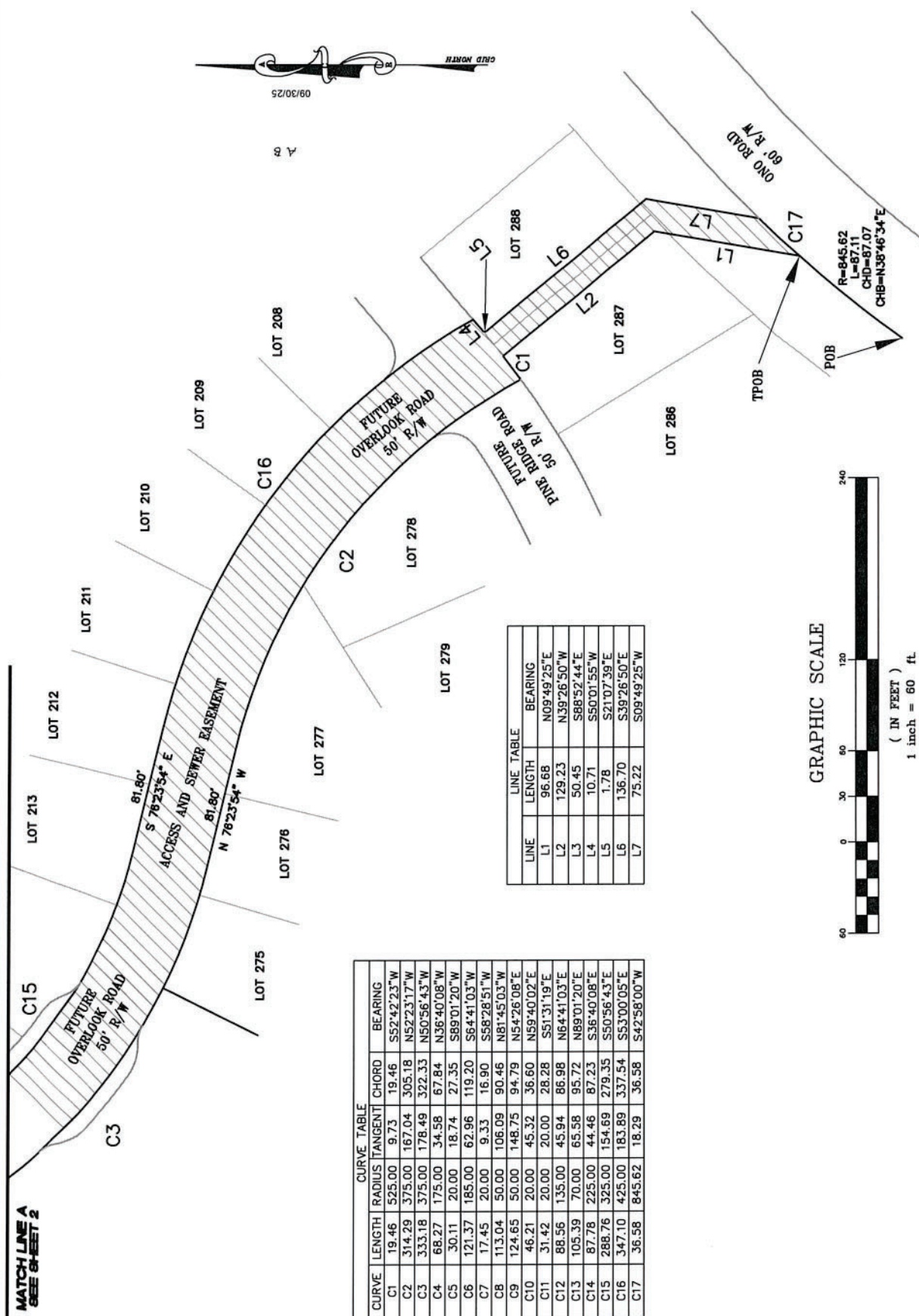


GRANTOR: Rivertown GNO Investment LLC
CORPORATE NAME

By: [Signature]
Print Name: Jinsong Yang
Title: Manager

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

[illegible]

ACR Engineering, Inc.
 ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING
 SUITE 600
 600 PINNACLE COURT
 NORTWICK, GA 30071
 TEL: (404) 291-0000
 FAX: (404) 291-6667

EXHIBIT "A"
ACCESS & SEWER EASEMENT
THE BROOKE AT RIVERTOWN
CITY OF SOUTH FULTON
FULTON COUNTY, GEORGIA

DATE:	JUNE 8, 2025
SCALE:	HORIZ. 1"=60' VERT. N/A
DESCRIPTION:	
DATE:	
LAND LOT(S):	60
DISTRICT:	18TH
SECTION:	
COUNTY:	FULTON STATE: GEORGIA
DESIGNED:	J.
CHECKED:	AH APPROVED: MM

SHEET	3 OF 3
PROJECT NO.	210815
ISSUE NO.	
DATE	
DRW. FOR	FOR
DATE	

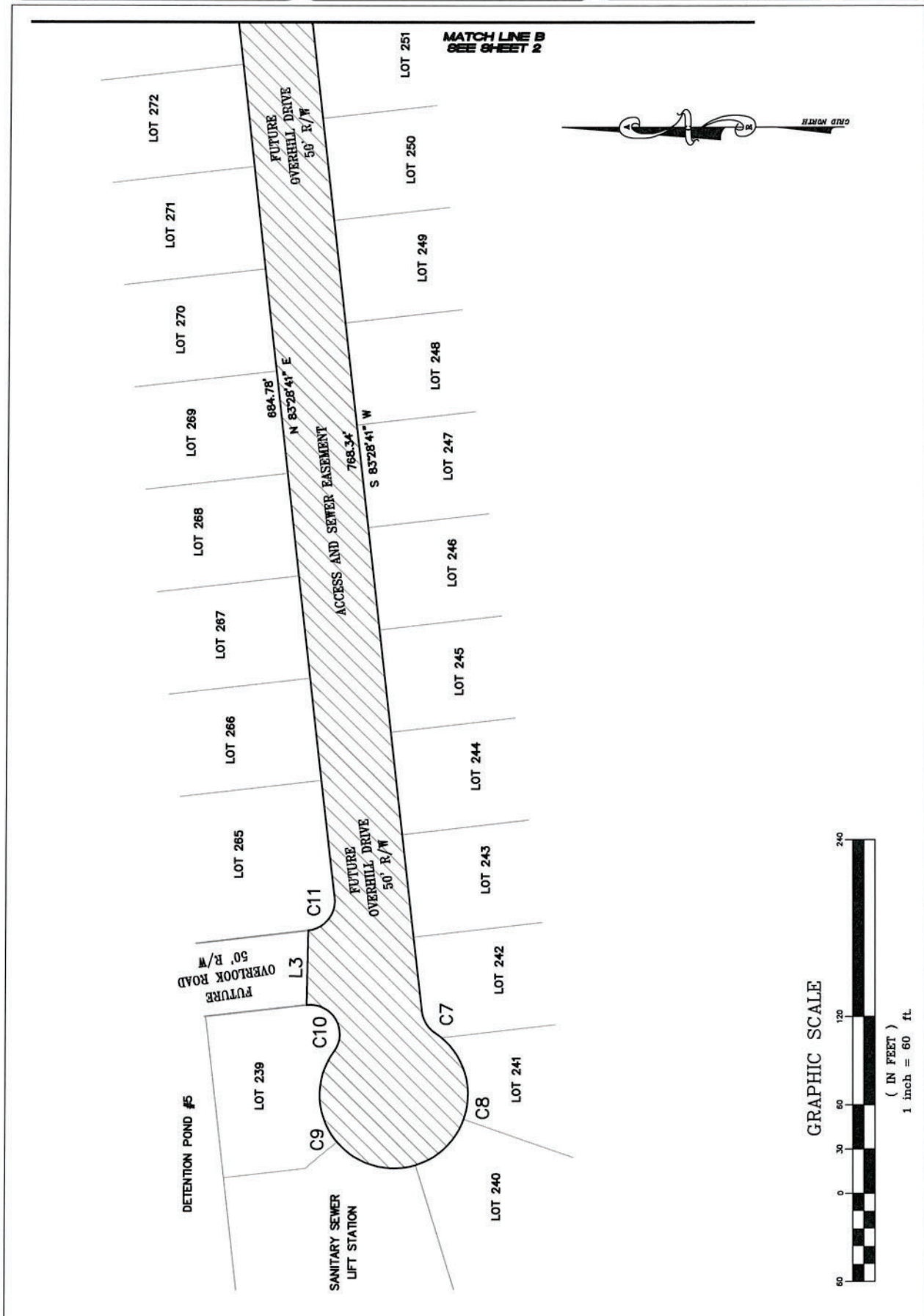


EXHIBIT "A"
TRACT DESCRIPTION
FOR
ACCESS AND SEWER EASEMENT
THE BROOKE AT RIVERTOWN

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 88 OF THE 18th DISTRICT, FULTON COUNTY, GEORGIA, CITY OF SOUTH FULTON AND BEING LOCATED AT THE BROOKE AT RIVERTOWN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF COMMENCEMENT AT 1/2" REBAR FOUND AT THE NORTHERLY RIGHT-OF-WAY OF ONO RD (HAVING A 60 FOOT WIDE RIGHT-OF-WAY WIDTH) HAVING GEORGIA STATE PLANE COORDINATES, WEST ZONE, 1983 NORTH AMERICAN DATUM. N, 1296914.31' E, 2147979.59 AND BEIGN AT THE NORTHEASTERLY PROPERTY CORNER INTERSECTION OF 8135 ONO RD. TAX PARCEL 07 190000880629 AND THE SOUTHWESTERLY PROPERTY CORNER OF THE BROOKE AT RIVERTOWN SUBDIVISION.

FROM SAID 1/2" REBAR FOUND TRAVEL ALONG SAID NORTHERLY 60 FOOT RIGHT-OF-WAY OF ONO RD IN A EASTERLY DIRECTION FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 845.62 FEET SUBTENTED BY A CHORD BEARING OF NORTH 38 DEGREES 46 MINUTES 34 SECONDS EAST A CHORD DISTANCE OF 87.07 FEET ALONG SAID ARC A DISTANCE OF 87.11 FEET TO A CALCULATED POINT AND BEIGN THE POINT OF BEGINNING FOR THE ACCESS AND SEWER EASEMENT AND HAVING GEORGIA STATE PLANE COORDINATES, WEST ZONE, 1983 DATUM. N, 1296982.19' E, 2148034.12';

THENCE LEAVING THE NORTHERLY 60 FOOT RIGHT-OF-WAY OF ONO ROAD NORTH 09 DEGREES 49 MINUTES 25 SECONDS EAST A DISTANCE OF 96.68 FEET TO A CALCULATED POINT AT THE SOUTHERLY LOT LINE OF PROPOSED LOT NUMBER 287;

THENCE RUNNING PARALLEL OVER PROPOSED LOT LINE OF PROPOSED LOT 287 AND PROPOSED LOT 288 NORTH 39 DEGREES 26 MINUTES 50 SECONDS EAST A DISTANCE OF 129.23 FEET TO A CALCULATED POINT TO THE PROPOSED SOUTHERLY RIGHT OF WAY OF PINE RIDGE RD. (HAVING A 50-FOOT-WIDE RIGHT-OF-WAY WIDTH);

THENCE TRAVEL ALONG SAID PROPOSED SOUTHERLY 50 FOOT RIGHT-OF-WAY OF PINE RIDGE RD. IN A WESTERLY DIRECTION FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET SUBTENTED BY A CHORD BEARING OF SOUTH 52 DEGREES 42 MINUTES 23 SECONDS WEST A CHORD DISTANCE OF 19.46 FEET ALONG SAID ARC A DISTANCE OF 19.46 FEET TO A CALCULATED POINT;

THENCE TRANSITIONING FROM PROPOSED SOUTHERLY 50 FOOT RIGHT-OF-WAY OF PINE RIDGE RD TO THE PROPOSED WESTERLY 50 FOOT RIGHT-OF-WAY OF OVERLOOK RD. AND FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET SUBTENTED BY A CHORD BEARING OF NORTH 52 DEGREES 23 MINUTES 17 SECONDS WEST A CHORD DISTANCE OF 305.18 FEET ALONG SAID ARC A DISTANCE OF 314.29 FEET TO A CALCULATED POINT.

THENCE NORTH 76 DEGREES 23 MINUTES 54 SECONDS WEST A DISTANCE OF 81.80 FEET;

THENCE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET SUBTENTED BY A CHORD BEARING OF NORTH 50 DEGREES 56 MINUTES 43 SECONDS WEST A CHORD DISTANCE OF 322.33 FEET ALONG SAID ARC A DISTANCE OF 333.18 FEET TO A CALCULATED POINT;

THENCE NORTH 25 DEGRES 29 MINUTES 32 SECONDS WEST A DISTANCE OF 280.76 FEET TO A CALCULATED POINT;

THENCE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET SUBTENDED BY A CHORD BEARING OF NORTH 36 DEGREES 40 MINUTES 08 SECONDS WEST A CHORD DISTANCE OF 67.84 FEET ALONG SAID ARC A DISTANCE OF 68.27 FEET TO A CALCULATED POINT;

THENCE NORTH 47 DEGREES 50 MINUTES 44 SECONDS WEST A DISTANCE OF 131.45 FEET TO A CALCULATED POINT;

THENCE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 89 DEGREES 01 MINUTES 20 SECONDS WEST A CHORD DISTANCE OF 27.35 FEET ALONG SAID ARC A DISTANCE OF 30.11 FEET TO A CALCULATED POINT;

THENCE TRANSITIONING FROM THE PROPOSED WESTERLY 50 FOOT RIGHT-OF-WAY OF OVERLOOK RD. TO THE PROPOSED SOUTHERLY 50 FOOT RIGHT-OF-WAY OF OVERHILL DRIVE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 185.00 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 64 DEGREES 41 MINUTES 03 SECONDS WEST A CHORD DISTANCE OF 119.20 FEET ALONG SAID ARC A DISTANCE OF 121.37 FEET TO A CALCULATED POINT;

THENCE SOUTH 83 DEGREES 28 MINUTES 41 SECONDS WEST A DISTANCE OF 768.34 FEET TO A CALCULATED POINT;

THENCE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 58 DEGREES 28 MINUTES 51 SECONDS WEST A CHORD DISTANCE OF 16.90 FEET ALONG SAID ARC A DISTANCE OF 17.45 FEET TO A CALCULATED POINT;

THENCE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 45 MINUTES 03 SECONDS WEST A CHORD DISTANCE OF 90.46 FEET ALONG SAID ARC A DISTANCE OF 113.04 FEET TO A CALCULATED POINT;

THENCE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET SUBTENDED BY A CHORD BEARING OF NORTH 54 DEGREES 26 MINUTES 08 SECONDS EAST A CHORD DISTANCE OF 94.79 FEET ALONG SAID ARC A DISTANCE OF 124.65 FEET TO A CALCULATED POINT;

THENCE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET SUBTENDED BY A CHORD BEARING OF NORTH 59 DEGREES 40 MINUTES 02 SECONDS EAST A CHORD DISTANCE OF 36.60 FEET ALONG SAID ARC A DISTANCE OF 46.21 FEET TO A CALCULATED POINT AT THE PROPOSED WESTERLY RIGHT-OF-WAY OF OVERLOOK DRIVE (HAVING A 50 FOOT RIGHT OF WAY WIDTH);

THENCE CROSSING OVER FROM THE PROPOSED WESTERLY RIGHT-OF-WAY OF OVERLOOK DRIVE TO THE EASTERLY PROPOSED RIGHT-OF-WAY OF OVERLOOK DRIVE SOUTH 88 DEGREES 52 MINUTES 44 SECONDS EAST A DISTANCE OF 50.45 FEET TO A CALCULATED POINT;

THENCE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 51 DEGREES 31 MINUTES 19 SECONDS EAST A CHORD DISTANCE OF 28.28 FEET ALONG SAID ARC A DISTANCE OF 31.42 FEET TO A CALCULATED POINT AT THE PROPOSED NORTHERLY RIGHT-OF-WAY OF OVERHILL DRIVE (HAVING A 50 FOOT RIGHT OF WAY WIDTH);

THENCE NORTH 83 DEGREES 28 MINUTES 41 SECONDS EAST A DISTANCE OF 684.78 FEET TO A CALCULATED POINT;

THENCE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET SUBTENDED BY A CHORD BEARING OF NORTH 64 DEGREES 41 MINUTES 03 SECONDS EAST A CHORD DISTANCE OF 86.98 FEET ALONG SAID ARC A DISTANCE OF 88.56 FEET TO A CALCULATED POINT AT THE TRANSITIONING PROPOSED NORTHERLY RIGHT-OF-WAY OF OVERHILL DRIVE TO THE PROPOSED EASTERLY RIGHT-OF-WAY OF OVERLOOK RD;

THENCE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET SUBTENDED BY A CHORD BEARING OF NORTH 89 DEGREES 01 MINUTES 20 SECONDS EAST A CHORD DISTANCE OF 95.72 FEET ALONG SAID ARC A DISTANCE OF 105.39 FEET TO A CALCULATED POINT ON THE PROPOSED EASTERLY RIGHT-OF-WAY OF OVERLOOK DRIVE;

THENCE FOLLOWING THE PROPOSED EASTERLY RIGHT-OF-WAY SOUTH 47 DEGREES 50 MINUTES 44 SECONDS EAST A DISTANCE OF 131.45 FEET TO A CALCULATED POINT;

THENCE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 36 DEGREES 40 MINUTES 08 SECONDS EAST A CHORD DISTANCE OF 87.23 FEET ALONG SAID ARC A DISTANCE OF 87.78 FEET TO A CALCULATED POINT;

THENCE SOUTH 25 DEGREES 29 MINUTES 32 SECONDS EAST A DISTANCE OF 280.76 FEET TO A CALCULATED POINT;

THENCE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 50 DEGREES 56 MINUTES 43 SECONDS EAST A CHORD DISTANCE OF 279.35 FEET ALONG SAID ARC A DISTANCE OF 288.76 FEET TO A CALCULATED POINT;

THENCE SOUTH 76 DEGREES 23 MINUTES 54 SECONDS EAST A DISTANCE OF 81.80 FEET TO A CALCULATED POINT;

THENCE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 53 DEGREES 00 MINUTES 05 SECONDS EAST A CHORD DISTANCE OF 337.54 FEET ALONG SAID ARC A DISTANCE OF 347.10 FEET TO A CALCULATED POINT AT THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF PINE RIDGE RD. (HAVING A 50 FOOT RIGHT OF WAY WIDTH);

THENCE RUNNING WESTERLY ALONG SAID RIGHT-OF-WAY SOUTH 50 DEGREES 01 MINUTES 55 SECONDS WEST A DISTANCE OF 10.71 FEET TO A CALCULATED POINT;

THENCE LEAVING SAID PROPOSED RIGHT-OF-WAY AND RUNNING SOUTHERLY SOUTH 21 DEGREES 07 MINUTES 39 SECONDS EAST A DISTANCE OF 1.78 FEET TO A CALCULATED POINT;

TENCE RUNNING PARALLEL ALONG PROPOSED LOT LINE OF LOT 287 AND LOT 288 SOUTH 39 DEGREES 26 MINUTES 50 SECONDS EAST A DISTANCE OF 136.70 FEET TO A CALCULATED POINT AT THE SOUTHERLY LOT LINE OF PROPOSED LOT 288;

THENCE SOUTH 09 DEGREES 49 MINUTES 25 SECONDS WEST A DISTANCE OF 75.22 FEET TO A CALCULATED POINT AT THE 60 FEET RIGHT-OF-WAY OF ONO RD;

THENCE TRAVEL ALONG SAID RIGHT-OF-WAY FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 845.62 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 42 DEGREES 58 MINUTES 00 SECONDS WEST A CHORD DISTANCE OF 36.58 FEET ALONG SAID ARC A DISTANCE OF 36.58 FEET TO A CALCULATED POINT AND THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 121,824 SQUARE FEET, BEIGN 2.796 ACRE.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0911

Meeting Date: 12/3/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 52,704.58 square feet to Fulton County, a political subdivision of the State of Georgia, from Toll Southeast LP Company, Inc., for the purpose of constructing the Emberly Subdivision Project at 1000 Lexington Farm Drive, Alpharetta, Georgia 30004.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed Emberly Subdivision Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which

a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 52,704.58 square feet and is located in Land Lots 1248 & 1249 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 residential development.

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Emberly Subdivision
Tax Parcel Identification No.: 22 466012490253 & 22 450012480506
Land Disturbance Permit No.: WRN24-024
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 10th day of September, 20 25, between
Toll Southeast LP Company, Inc., a corporation duly organized under
the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor), and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

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) 1248 & 1249 of the
District, 2nd Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Emberly Subdivision

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 10th
day of September 20 25
in the presence of:


Witness JACOB PONTIUS


Notary Public


[NOTARIAL SEAL]



GRANTOR: Toll Southeast LP Company, Inc
CORPORATE NAME

By: 
Print Name: J.R. CROWE

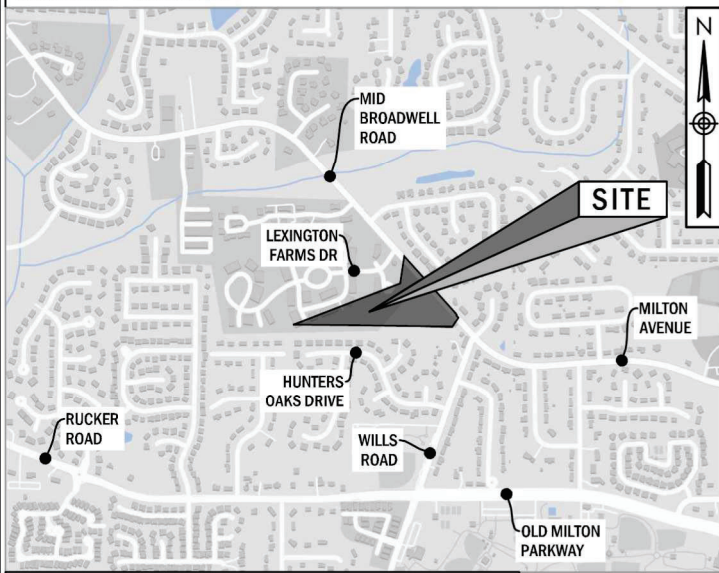
Title: VICE PRESIDENT

By: 
Print Name: ERIC WHITE

Title: DIVISION PRESIDENT

[CORPORATE SEAL]

LOCATION MAP - NOT TO SCALE



ENCROACHMENT TABLE

WATER PIPE -	108 LF
18" RCP STORM PIPE -	289 LF
24" RCP STORM PIPE -	54 LF
36" RCP STORM PIPE -	27 LF
48" RCP STORM PIPE -	27 LF
TOTAL STORM PIPE -	397 LF
DROP INLETS -	1
HOODED CATCH BASINS -	4

SITE DATA

ADDRESS:	MID BROADWELL ROAD ALPHARETTA, GA 30005
TAX PARCEL ID:	22 466012490253 & 22 450012480506
ALPHARETTA LDP #:	D230012
FINAL PLAT CASE #:	FP250002
SEWER EASEMENT AREA NOTE	
SANITARY SEWER EASEMENT HAS A TOTAL OF 52,704.6 SQUARE FEET (1.21 ACRES)	

OWNER / DEVELOPER

TOLL SOUTHEAST LP COMPANY, INC
4080 MCGINNIS FERRY ROAD
ALPHARETTA, GA 30005
PHONE: 678.699.1403
CONTACT: J.R. CROWE
EMAIL: JCROWE1@TOLLBROTHERS.COM

CONTRACTOR

A.L. GRADING CONTRACTORS
110 PEACHTREE INDUSTRIAL BLVD
SUGAR HILL, GA 30518
PHONE: 770.945.5059
CONTACTS: BLAKE WOOD / DAVID ARMENTA
EMAILS: BLAKE@ALGC.NET / DAVID@ALGC.NET

ENGINEER

KIMLEY HORN AND ASSOCIATES, INC
1200 PEACHTREE STREET NE, SUITE 800
ATLANTA, GA 30309
PHONE: 404.419.8700
CONTACT: BENJAMIN W. SKIDMORE
EMAIL: BEN.SKIDMORE@KIMLEY-HORN.COM

SURVEYOR

PAPE-DAWSON GEORGIA, LLC
NORTHWINDS III
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DENVER YOUNGBLOOD
EMAIL: DENVER.YOUNGBLOOD@PAPE-DAWSON.COM

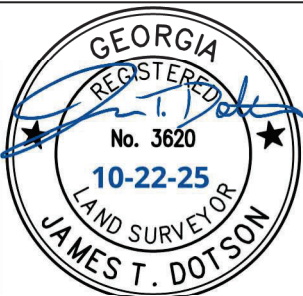
CURVE TABLE

CURVE	BEARING	RADIUS	ARC	CHORD
C1	N 24°24'22"E	113.50'	92.77'	90.21'
C2	S 69°24'22"W	113.50'	85.52'	83.51'
C3	N 24°24'22"E	86.50'	70.70'	68.75'
C4	S 69°24'22"W	86.50'	65.18'	63.64'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 31°59'34"W	31.08'
L2	N 00°59'30"E	27.00'
L3	N 10°48'02"W	33.57'
L4	N 11°23'57"E	26.47'
L5	N 10°48'02"W	65.78'
L6	N 00°23'05"E	114.02'
L7	N 68°51'07"E	21.50'
L8	S 00°23'05"W	119.95'
L9	S 10°48'02"E	63.82'
L10	S 33°00'01"E	26.47'
L11	S 10°48'02"E	41.92'
L12	N 00°59'30"E	76.70'
L13	N 42°10'45"W	136.50'
L14	N 47°49'15"E	20.00'
L15	S 42°10'45"E	102.83'
L16	S 42°10'45"E	91.33'
L17	S 47°49'15"W	20.00'
L18	S 89°00'30"E	27.00'
L19	N 00°59'30"E	76.70'
L20	S 89°00'30"E	40.86'

PAPE-DAWSON GEORGIA, LLC
CERTIFICATE OF AUTHORIZATION # LSF000953



SHEET 1 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY: JTD/KR

DATE: 10-22-2025

JOB NO.: 2024-151

SCALE: AS SHOWN

SANITARY SEWER EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA **253**

LEGAL DESCRIPTION - EMBERLY SUBDIVISION - SANITARY SEWER EASEMENT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1248 AND 1249 OF THE 2ND LAND DISTRICT, 2ND SECTION OF FULTON COUNTY, THE CITY OF ALPHARETTA, GEORGIA, CONTAINING 1.21 ACRES (52,704.6 SF) AND BEING MORE PARTICULARLY DESCRIBED AS A "SANITARY SEWER EASEMENT" ON A SANITARY SEWER EASEMENT EXHIBIT FOR EMBERLY SUBDIVISION, PREPARED FOR TOLL SOUTHEAST LP COMPANY, INC AND FULTON COUNTY, PREPARED BY PAPE-DAWSON GEORGIA, LLC, DATED 10-22-2025, WHICH READS AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1248, 1249, 1272, AND 1273; THENCE NORTH 31°59'34" WEST ALONG A TIE LINE A DISTANCE OF 31.08' TO A POINT, WHICH IS THE POINT OF BEGINNING.

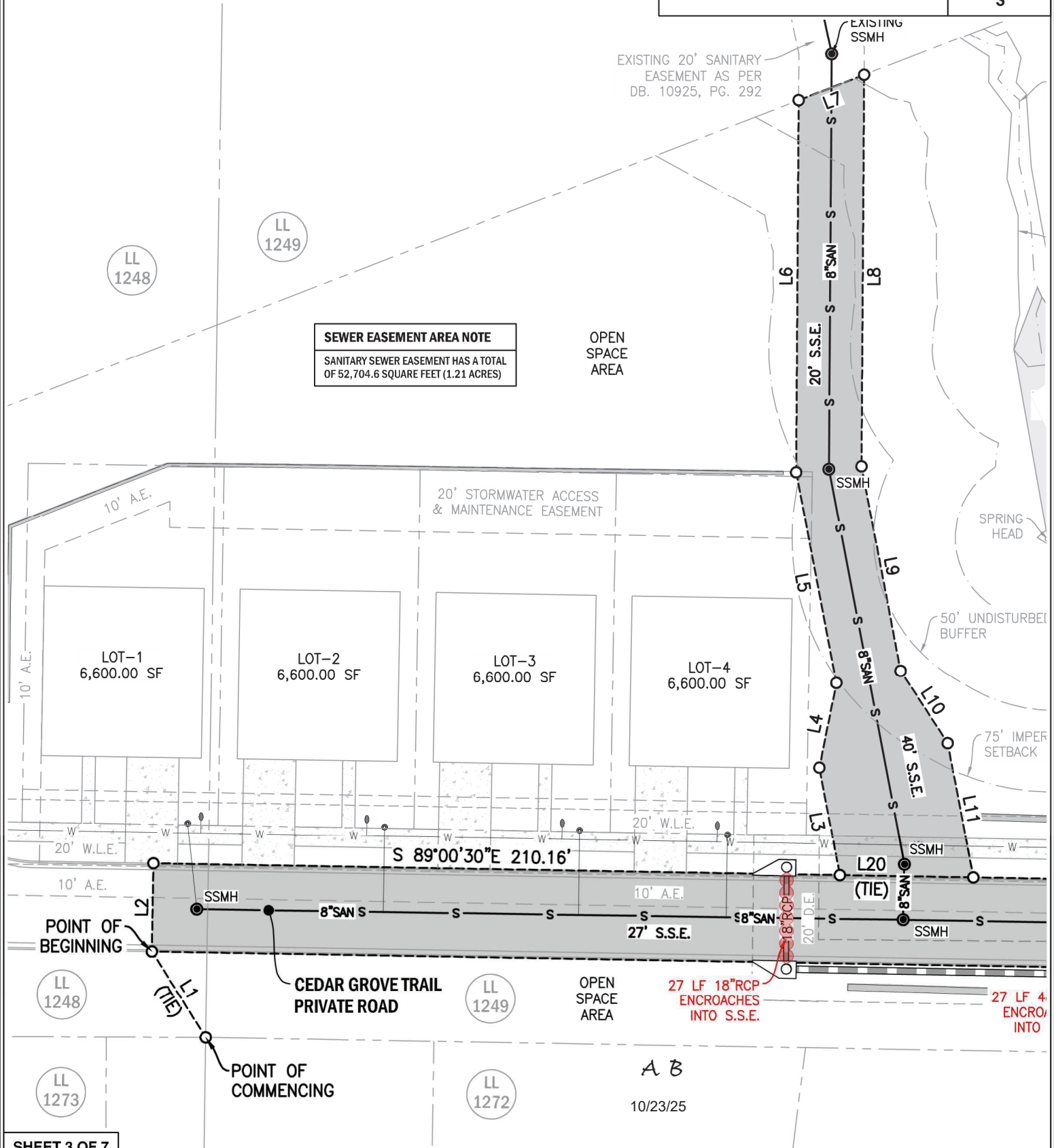
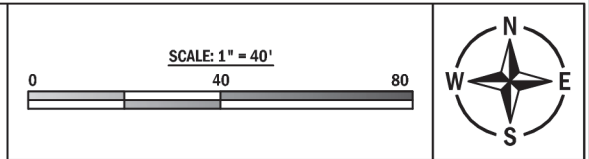
BEGINNING AT SAID POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 27.00' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 210.16' TO A POINT; THENCE NORTH 10°48'02" WEST A DISTANCE OF 33.57' TO A POINT; THENCE NORTH 11°23'57" EAST A DISTANCE OF 26.47' TO A POINT; THENCE NORTH 10°48'02" WEST A DISTANCE OF 65.78' TO A POINT; THENCE NORTH 00°23'05" EAST A DISTANCE OF 114.02' TO A POINT LOCATED ON THE SOUTHERN EDGE OF AN EXISTING 20' SANITARY SEWER EASEMENT; THENCE ALONG THE SOUTHERN EDGE OF THE EXISTING EASEMENT NORTH 68°51'07" EAST A DISTANCE OF 21.50' TO A POINT; THENCE LEAVING THE SOUTHERN EDGE OF THE EXISTING EASEMENT SOUTH 00°23'05" WEST A DISTANCE OF 119.95' TO A POINT; THENCE SOUTH 10°48'02" EAST A DISTANCE OF 63.82' TO A POINT; THENCE SOUTH 33°00'01" EAST A DISTANCE OF 26.47' TO A POINT; THENCE SOUTH 10°48'02" EAST A DISTANCE OF 41.92' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 251.76' TO A POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 76.70' TO A POINT; THENCE NORTH 24°24'22" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=92.77', RADIUS=113.50') WHICH SUBTENDS A CHORD DISTANCE OF 90.21' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 225.50' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 136.50' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 102.83' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 91.33' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 368.61' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 20.00' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 148.28' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 156.81' TO A POINT; THENCE SOUTH 69°24'22" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=85.52', RADIUS=113.50') WHICH SUBTENDS A CHORD DISTANCE OF 83.51' TO A POINT; THENCE NORTH 89°00'30" WEST A DISTANCE OF 701.27' TO A POINT, WHICH IS THE POINT OF BEGINNING. SAID TRACT OR PARCEL HAVING AN AREA OF 2.639 ACRES (114,969.41 SF)

LESS AND EXCEPT THE FOLLOWING AREA CONTAINING 1.429 ACRES (62,264.83 SF)

COMMENCING AT A POINT LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1248, 1249, 1272, AND 1273; THENCE NORTH 31°59'34" WEST ALONG A TIE LINE A DISTANCE OF 31.08' TO A POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 27.00' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 210.16' TO A POINT; THENCE SOUTH 89°00'30" EAST ALONG A TIE LINE A DISTANCE OF 40.86' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 251.76' TO A POINT; THENCE SOUTH 89°00'30" EAST ALONG A TIE LINE A DISTANCE OF 27.00' TO A POINT, WHICH IS THE POINT OF BEGINNING. BEGINNING AT SAID POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 76.70' TO A POINT; THENCE NORTH 24°24'22" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=70.70', RADIUS=86.50') WHICH SUBTENDS A CHORD DISTANCE OF 68.75' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 225.50' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 224.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 156.81' TO A POINT; THENCE SOUTH 69°24'22" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=65.18', RADIUS=86.50') WHICH SUBTENDS A CHORD DISTANCE OF 63.64' TO A POINT; THENCE NORTH 89°00'30" WEST A DISTANCE OF 171.49' TO A POINT, WHICH IS THE POINT OF BEGINNING.

SAID EASEMENT IS LOCATED ENTIRELY WITHIN FULTON COUNTY TAX PARCEL ID NUMBERS 22 466012490253 & 22 450012480506

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	AS SHOWN



SEWER EASEMENT AREA NOTE
SANITARY SEWER EASEMENT HAS A TOTAL OF 52,704.6 SQUARE FEET (1.21 ACRES)

OPEN SPACE AREA

20' STORMWATER ACCESS & MAINTENANCE EASEMENT

SPRING HEAD

50' UNDISTURBED BUFFER

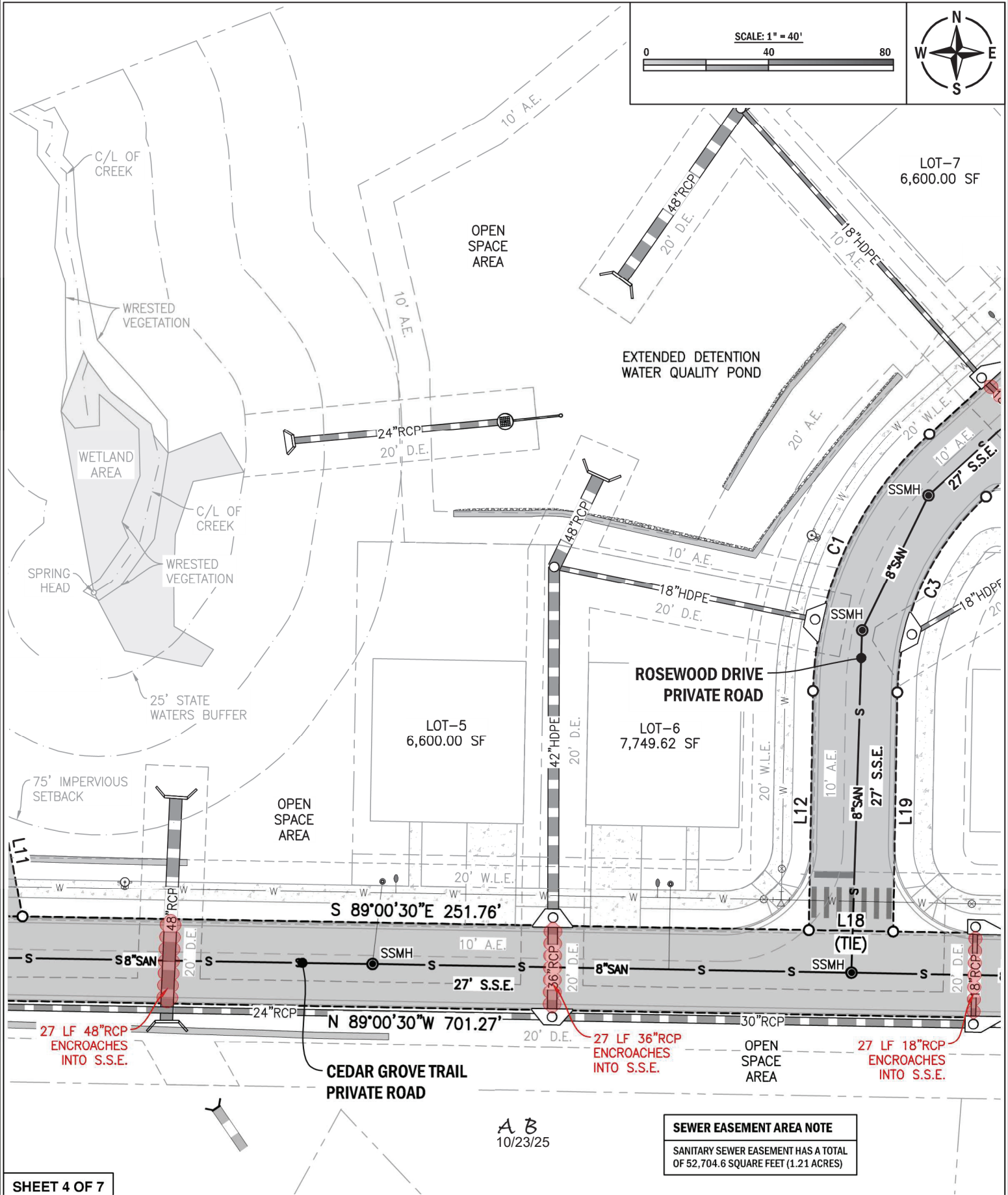
75' IMPER SETBACK

SHEET 3 OF 7

PAPE-DAWSON
2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

SANITARY SEWER EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA **255**



SHEET 4 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

SANITARY SEWER EASEMENT EXHIBIT

FOR EMBERLY SUBDIVISION - PREPARED FOR

TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY

LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION

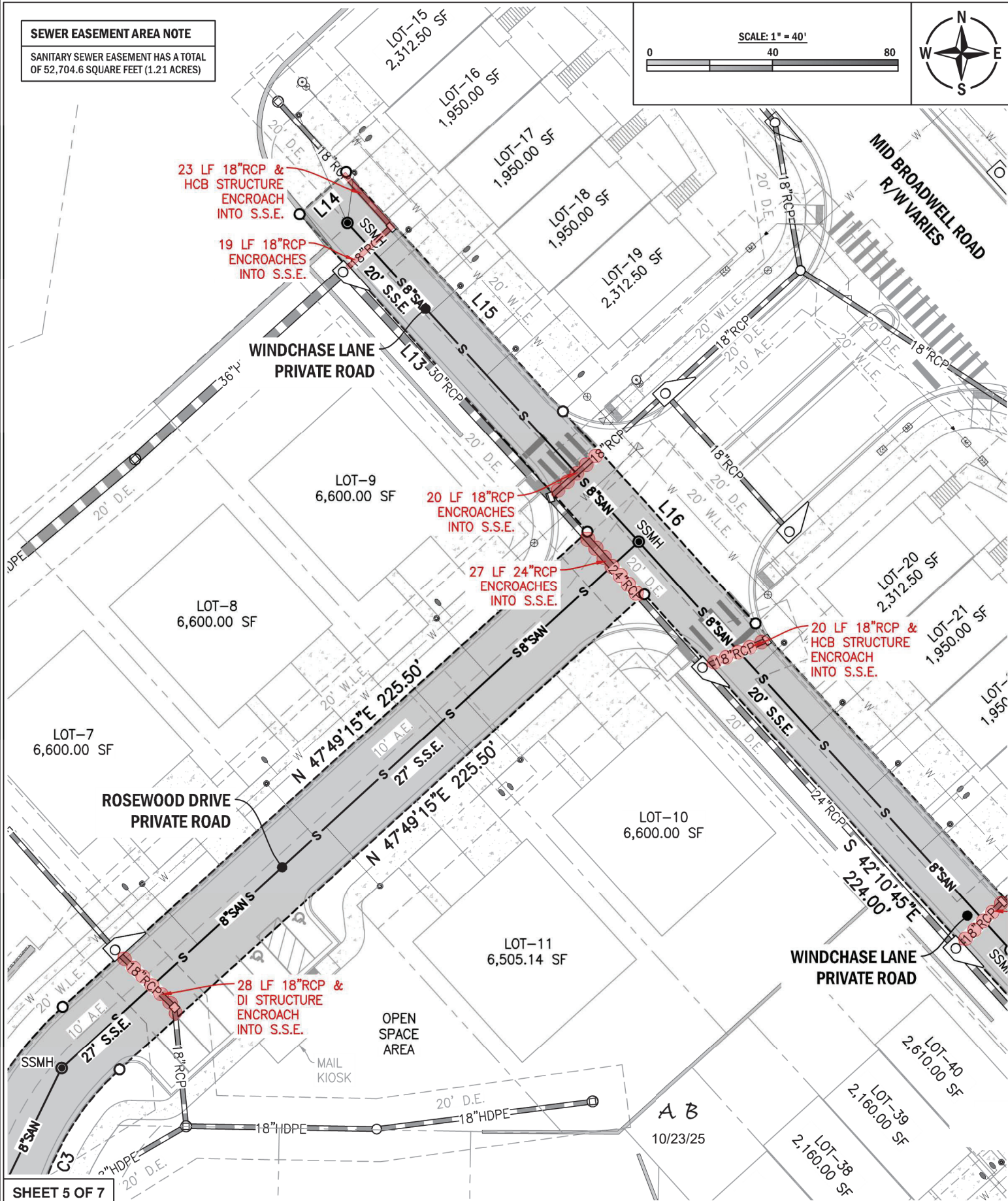
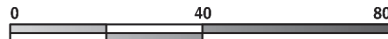
CITY OF ALPHARETTA, FULTON COUNTY, GA

256

SEWER EASEMENT AREA NOTE

SANITARY SEWER EASEMENT HAS A TOTAL OF 52,704.6 SQUARE FEET (1.21 ACRES)

SCALE: 1" = 40'



SHEET 5 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

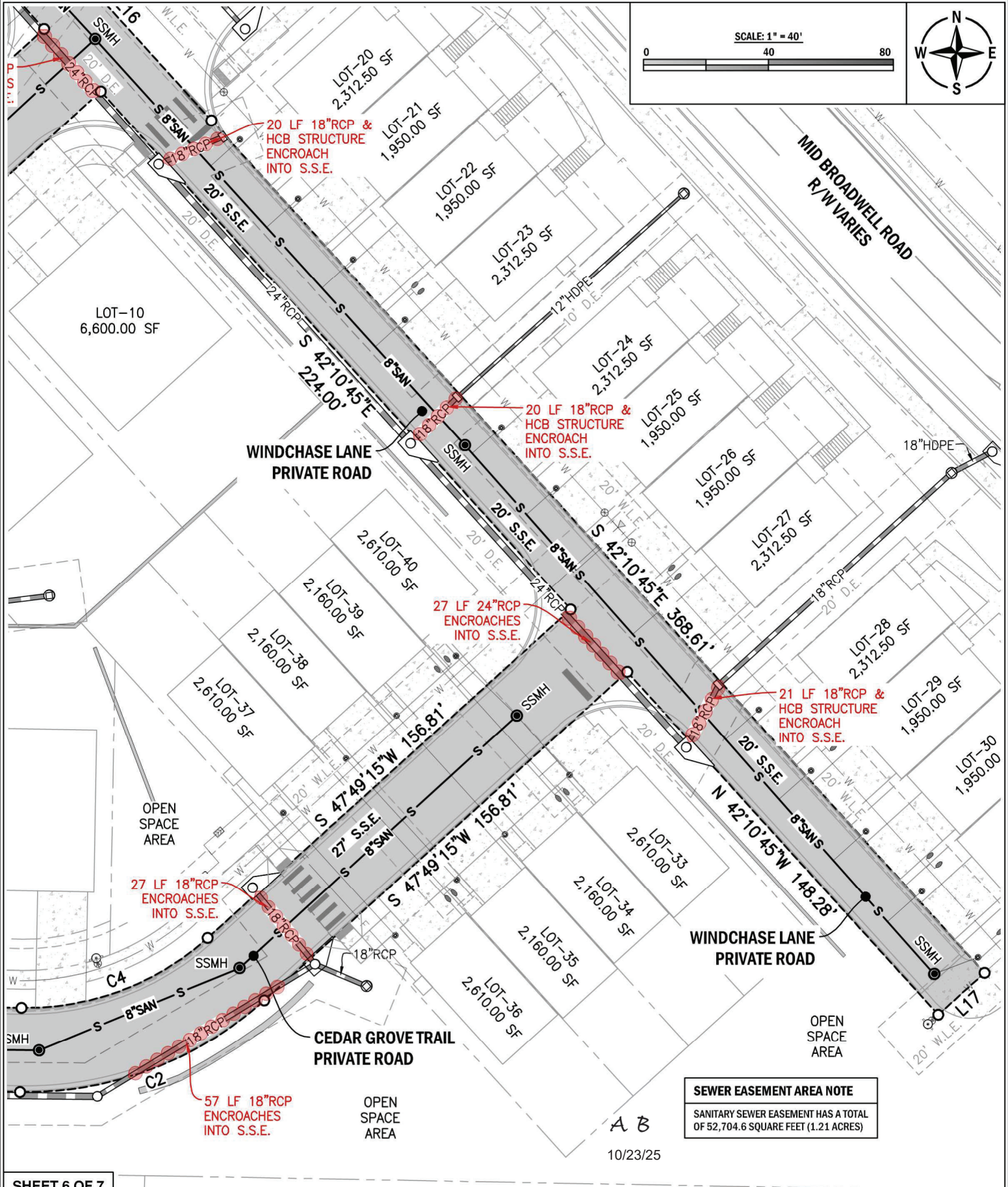
DRAWN BY: JTD/KR

DATE: 10-22-2025

JOB NO.: 2024-151

SCALE: 1" = 40'

SANITARY SEWER EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA

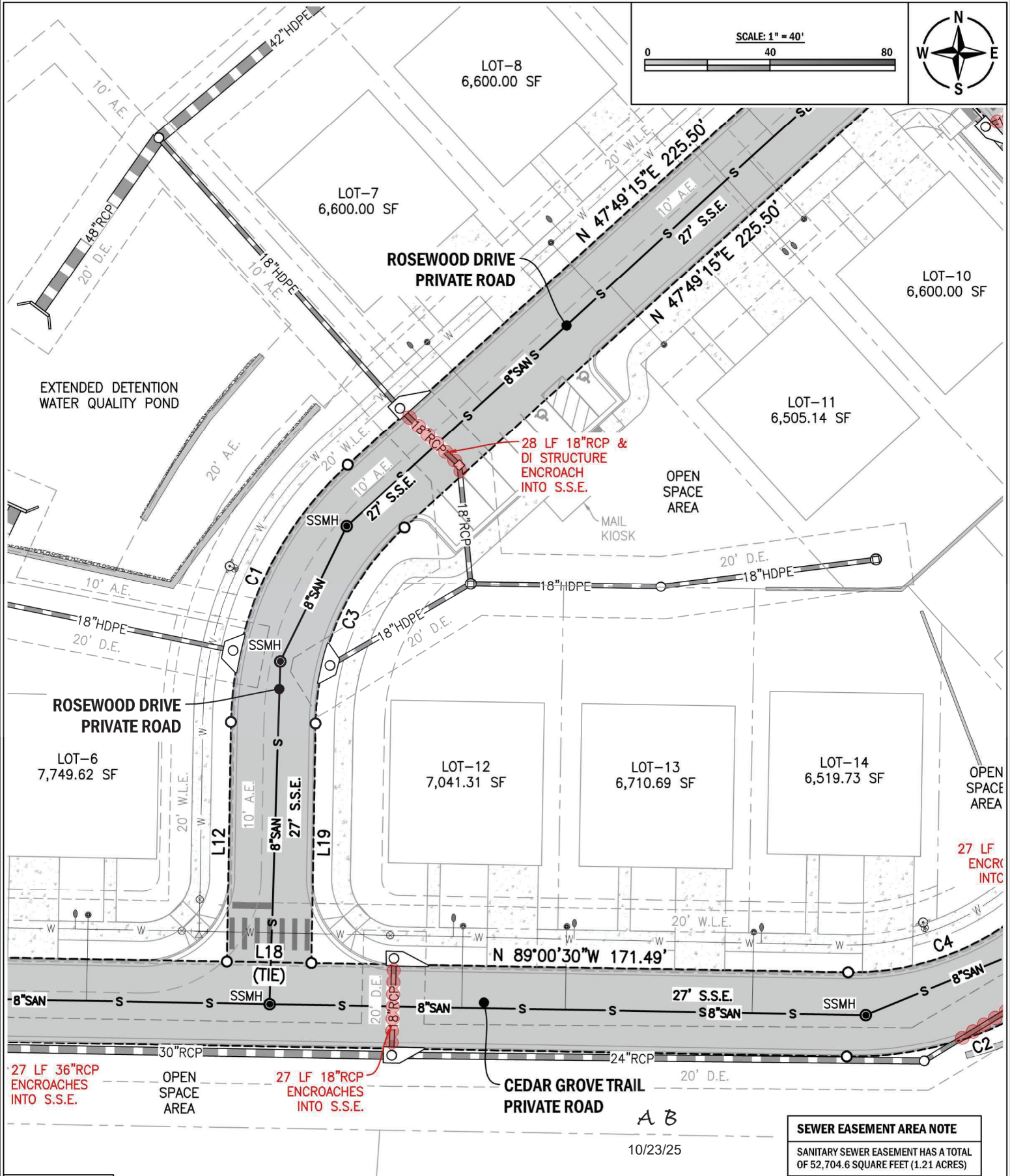


SHEET 6 OF 7

PAPE-DAWSON
2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

SANITARY SEWER EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA **258**



SHEET 7 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

SANITARY SEWER EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0912

Meeting Date: 12/3/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 1,597 square feet to Fulton County, a political subdivision of the State of Georgia, from MHR Land, LLC, for the purpose of constructing the Parks at Pine Valley Phase 2A Project at 6000 Jones Road, Union City, Georgia 30213.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed Parks at Pine Valley Phase 2A Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land

Disturbance Permit. The easement area to be conveyed to the County consists of 1597 square feet and is located in Land Lots 142, 143, 146, 147, & 117 of the 7th & 9F Districts of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Parks at Pine Valley Phase 2A
Tax Parcel Identification No.: 07 060001420545
Land Disturbance Permit No.: WRS23-003
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 24th day of SEPTEMBER, 20 25, between
MHR LAND 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 sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 142,143,146,147,117, _____ Section (if applicable) of District 7& 9F, Fulton County, Georgia, and more particularly described as follows: To wit:

Parks at Pine Valley Phase 2A

Project Name

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

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

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

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

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

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

Signed, sealed and delivered this 24th
day of SEPTEMBER, 20 25
in the presence of:



Witness



GRANTOR: MHR LAND LLC
CORPORATE NAME

By:  _____

Print Name: FRANK DOWNEY

Title: MANAGER

By: _____

Print Name: _____

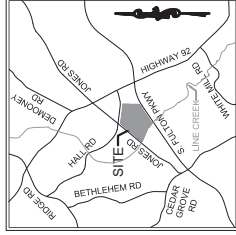
Title: _____

[CORPORATE SEAL]

SEWER EASEMENT EXHIBIT FOR:
THE PARKS AT PINE VALLEY
PHASE 2A

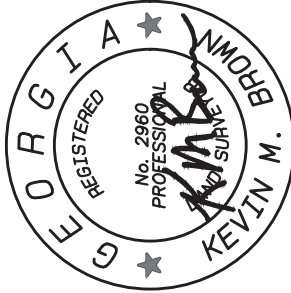
LAND LOTS 142, 143, 146, 147, 117,
DISTRICT 7 & 9F
CITY OF UNION CITY, GEORGIA

FULTON COUNTY PROJECT NO. - 21S-005WR
CITY OF ATLANTA PROJECT NO. - 21-022UCR
PARCEL NO. - 07060001420545
UNION CITY LDP NO. - 21000179



SURVEY NOTES

1. THE FIELDWORK FOR THIS SURVEY WAS COMPLETED JULY 30, 2025 WITH LINEAR AND ANGULAR MEASUREMENTS OBTAINED USING A SPECTRA PRECISION FOCUS 35 ROBOTIC TOTAL STATION & CHAMPION TKO GPS UNIT.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 11,608 FEET, AND AN ANGULAR ERROR OF 03" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE ADJUSTED USING COMPASS RULE METHOD.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,308,091 FEET USING THE BEARINGS AND DISTANCES SHOWN HEREON.
4. NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
5. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATE A 1/2" REBAR PLACED WITH CAP STAMPED "FDC LSF000995" UNLESS OTHERWISE NOTED.
6. FALCON DESIGN CONSULTANTS, L.L.C. AND/OR KEVIN M. BROWN DOES NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
7. THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83 (2011)) FOR THE HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 PER THE VIRTUAL REFERENCE SYSTEM CORRECTIONS PROVIDED BY eGPS SOLUTIONS.
8. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
9. UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.



9/18/2025

KEVIN M. BROWN
REGISTERED LAND SURVEYOR #2960

9/18/25
DATE

SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Kevin M. Brown

KEVIN M. BROWN
REGISTERED LAND SURVEYOR #2960

REVISIONS

1.	
2.	
3.	
4.	



DATE:	9-18-25
SCALE:	1"=60'
FILE NUMBER:	129.016
DRAWN BY:	GPOPP

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER

1.0

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SEWER EASEMENT EXHIBIT FOR

THE PARKS AT PINE VALLEY PHASE 2A

LOCATED IN:

L.L. 142, 143, 146, 147, 117, 7TH & 9F DIST.
FULTON COUNTY, GEORGIA

CIVIL ENGINEERING LAND PLANNING LAND SURVEYING

CONSTRUCTION MANAGEMENT LANDSCAPE ARCHITECT

STOCK BRIDGE OFFICE
2000 BRIDGE PL
STOCK BRIDGE, GEORGIA 30281
PH (770) 889-8666 FAX (770) 889-8666

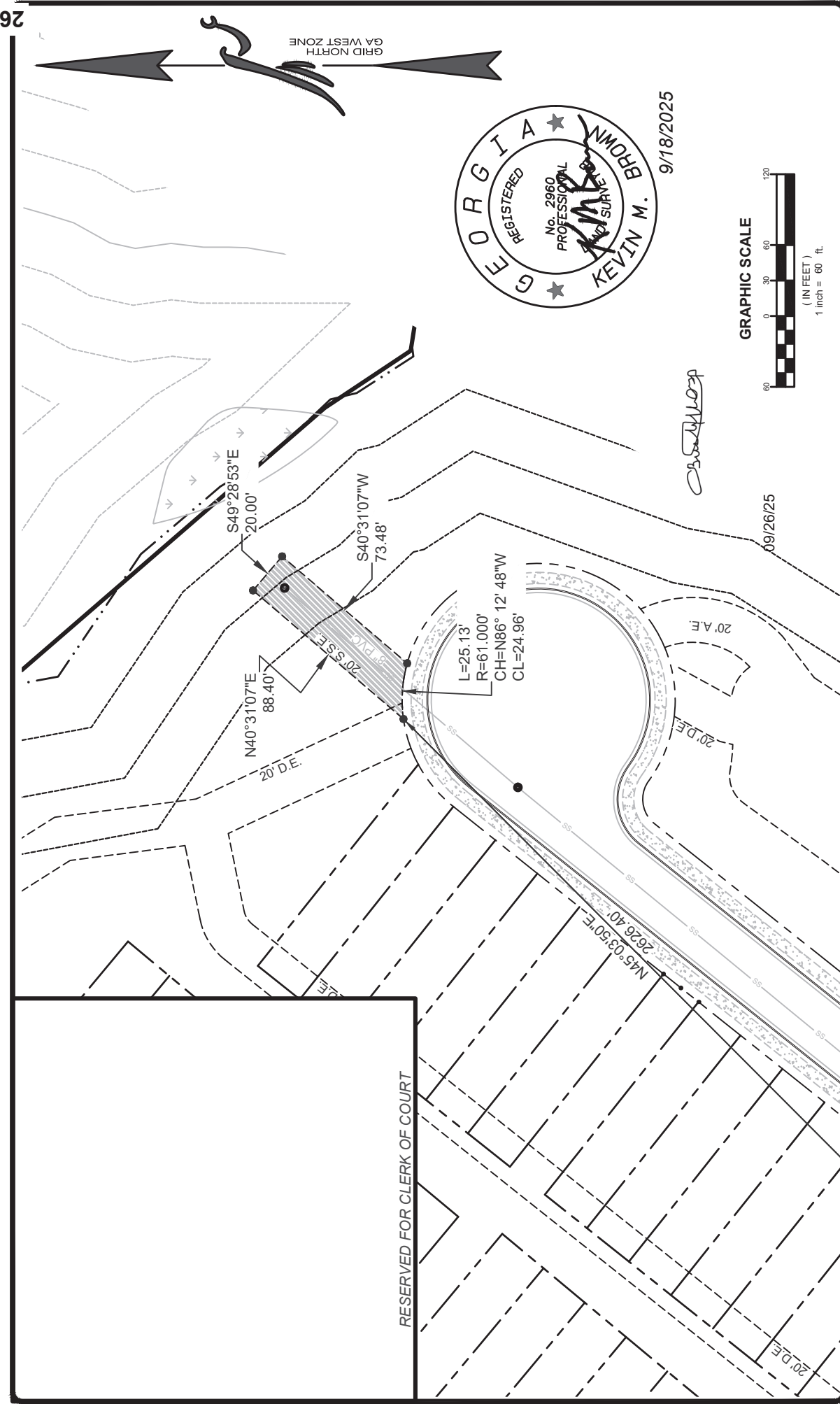
NEWNAN OFFICE
400 BRIDGE PL
NEWNAN, GEORGIA 30066
PH (770) 755-9978 FAX (770) 755-9978

www.fdc-llc.com

RESERVED FOR CLERK OF COURT

LEGEND

DB	DEED BOOK	L	LINE LABEL
PB	PLAT BOOK	PKS	PK NAIL SET
PG	PAGE	SSE	SANITARY SEWER EASEMENT
LL	LAND LOT	UE	UTILITY EASEMENT
OTF	OPEN TOP PIPE	REF	REFERENCE
RB	REBAR	C/O	SEWER CLEAN OUT
IPF	IRON PIN FOUND	SQ. FT.	SQUARE FOOT
IPS	1/2" REBAR W/IC FDC 000995		
CTP	CRIMP TOP PIPE		
C&G	CURB & GUTTER		
R/W	RIGHT OF WAY		
N/F	NOW OR FORMERLY		
CMP	OVERHEAD POWER LINE		
SWMF	CORRUGATED METAL PIPE		
TM	STORMWATER MANAGEMENT FACILITY		
POB	TEMPORARY BENCHMARK		
POC	POINT OF BEGINNING		
RCP	REINFORCED CONCRETE PIPE		
PVC	POLYVINYL CHLORIDE PIPE		
HDPE	HIGH DENSITY POLYETHYLENE PIPE		
P	PROPERTY LINE		
C	CENTERLINE		
ID	IDENTIFICATION		
B.S.L	BUILDING SETBACK LINE		
BOC	BACK OF CURB		
BOC	CURVE LABEL		
CI	CURB INLET		
DE	DRAINAGE EASEMENT		
EOP	EDGE OF PAVEMENT		
FH	FIRE HYDRANT		
B.A.	BUILDABLE AREA		



RESERVED FOR CLERK OF COURT



9/18/2025



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1.1

DATE: 9-18-25
SCALE: 1"=60'
FILE NUMBER: 129.016
DRAWN BY: CPOPP

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REVISIONS

1.	
2.	
3.	
4.	



SEWER EASEMENT EXHIBIT
FOR

THE PARKS AT
PINE VALLEY PHASE 2A
LOCATED IN:
L.L. 142,143,146,147,117, 7TH & 9F DIST.
FULTON COUNTY, GEORGIA

CIVIL ENGINEERING

LAND PLANNING

LAND SURVEYING

CONSTRUCTION MANAGEMENT

LANDSCAPE ARCHITECT

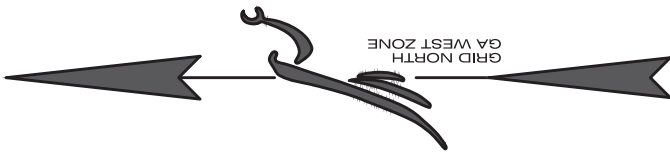
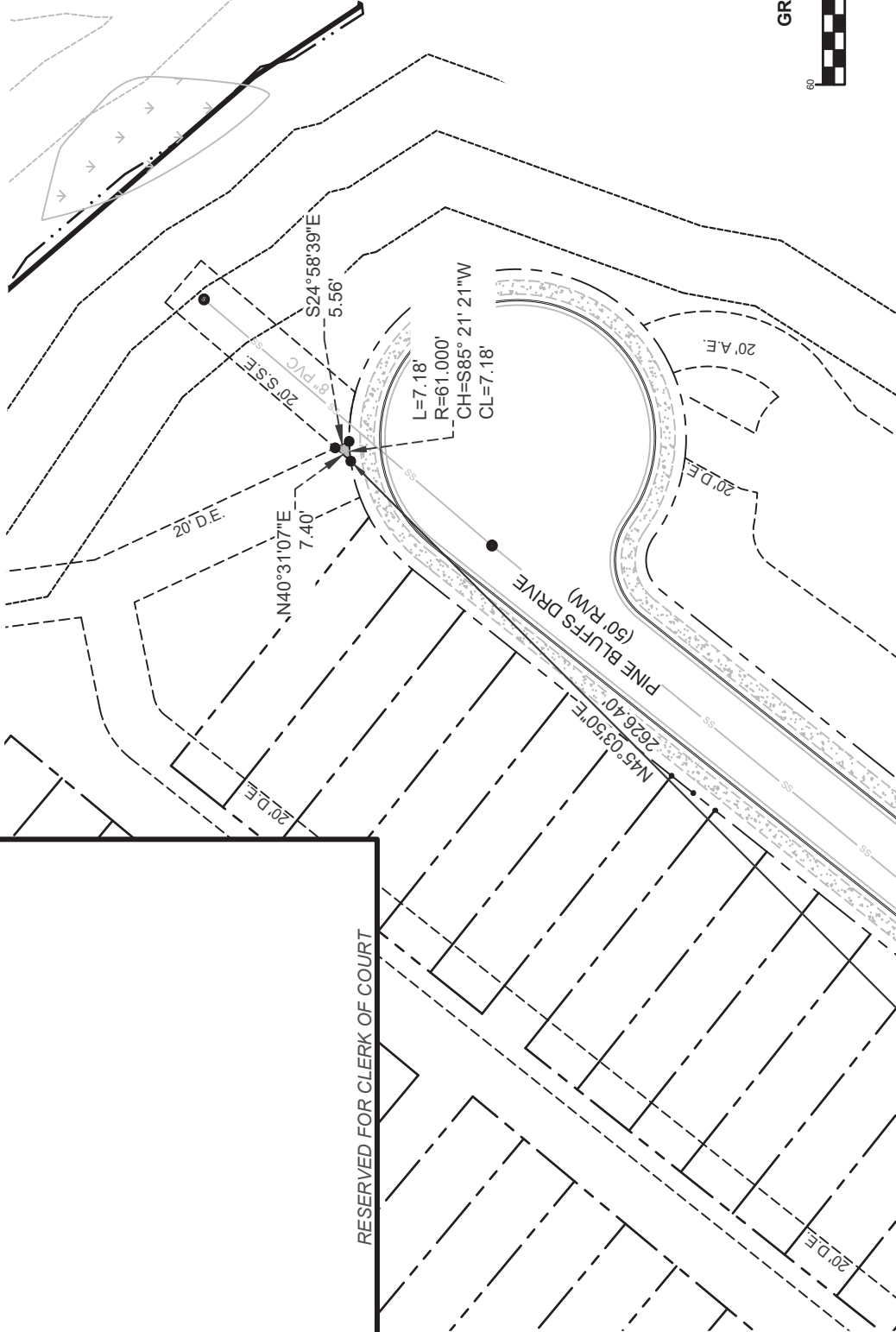
STOCK BRIDGE OFFICE
1000 N. BRIDGE ST.
STOCK BRIDGE, GEORGIA 30281
PH (770) 389-8666 FAX (770) 389-8665

NEWNAN OFFICE
100 N. MAIN ST.
NEWNAN, GEORGIA 30555
PH (770) 751-7978

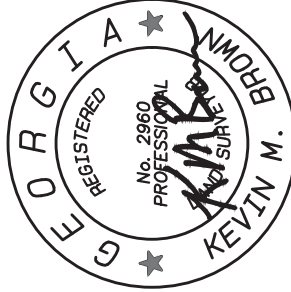
CUMMING OFFICE
100 N. MAIN ST.
CUMMING, GEORGIA 30006
PH (678) 807-7300

www.fdc-llc.com

STORM EASEMENT
ENCROACHMENT



GRID NORTH
GA WEST ZONE



9/18/2025

GRAPHIC SCALE



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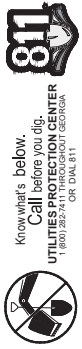
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FILE NUMBER:	129.016
DRAWN BY:	OPOP

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ORIGINAL SIGNATURE OF THE REGISTRANT
ACROSS THE REGISTRANT'S SEAL.

REVISIONS

- 1.
- 2.
- 3.
- 4.



SEWER EASEMENT EXHIBIT

FOR

THE PARKS AT

PINE VALLEY PHASE 2A

LOCATED IN:

L.L. 142,143,146,147,117, 7TH & 9F DIST.

FULTON COUNTY, GEORGIA

CIVIL ENGINEERING LAND PLANNING LAND SURVEYING



CONSTRUCTION MANAGEMENT LANDSCAPE ARCHITECT

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www.nk.com

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100 N. HUNTER ROAD, SUITE 100
NEWNAN, GEORGIA 30555
PH (770) 751-7978

CUMMING OFFICE
100 N. HUNTER ROAD, SUITE 100
CUMMING, GEORGIA 30006
PH (770) 807-7300

PARKS AT PINE VALLEY SEWER EASEMENT PHASE 2A
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 142, 143 AND 146, 7TH LAND DISTRICT, FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR SET AT THE SOUTHERLY BOUNDARY LINE
THENCE ALONG A SURVEY TIE LINE, NORTH 45 DEGREES 03 MINUTES 50 SECONDS EAST, 2626.40 FEET TO A POINT, **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

THENCE, NORTH 40 DEGREES 31 MINUTES 07 SECONDS EAST, 88.40 FEET TO A POINT;
THENCE, SOUTH 49 DEGREES 28 MINUTES 53 SECONDS EAST, 20.00 FEET TO A POINT;
THENCE, SOUTH 40 DEGREES 31 MINUTES 07 SECONDS WEST, 73.48 FEET TO A POINT;
THENCE, 25.13 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 61.00 FEET AND A CHORD BEARING NORTH 86 DEGREES 12 MINUTES 48 SECONDS WEST, 24.96 FEET) TO A POINT; **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.04 ACRES (1,597 SQUARE FEET).

ALONG WITH;

PARKS AT PINE VALLEY SEWER EASEMENT PHASE 2A
STORM ENCROACHMENT
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 142, 143 AND 146, 7TH LAND DISTRICT, FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

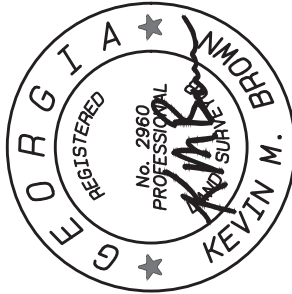
COMMENCING AT A 1/2 INCH REBAR SET AT THE SOUTHERLY BOUNDARY LINE
THENCE ALONG A SURVEY TIE LINE, NORTH 45 DEGREES 03 MINUTES 50 SECONDS EAST, 2626.40 FEET TO A POINT, **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

THENCE, NORTH 40 DEGREES 31 MINUTES 07 SECONDS EAST, 7.40 FEET TO A POINT;
THENCE, SOUTH 24 DEGREES 58 MINUTES 39 SECONDS EAST, 5.56 FEET TO A POINT;

THENCE, 7.18 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 61.00 FEET AND A CHORD BEARING NORTH 85 DEGREES 21 MINUTES 21 SECONDS WEST, 7.18 FEET) TO A POINT; **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.0004 ACRES (18 SQUARE FEET).

RESERVED FOR CLERK OF COURT



9/18/2025

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SHEET NUMBER

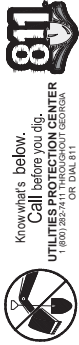
1.2

DATE:	9-18-25
SCALE:	1"=60'
FILE NUMBER:	129.016
DRAWN BY:	OPOPP

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

REVISIONS

1.
2.
3.
4.



SEWER EASEMENT EXHIBIT
FOR

THE PARKS AT
PINE VALLEY PHASE 2A
LOCATED IN:
L.L. 142, 143, 146, 147, 117, 7TH & 9F DIST.
FULTON COUNTY, GEORGIA

CIVIL
ENGINEERING

LAND
PLANNING

LAND
SURVEYING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECT

STOCKBRIDGE OFFICE
1000 W. MARKET STREET
STOCKBRIDGE, GEORGIA 30281
PH (770) 389-8666 • FAX (770) 389-8665

NEWNAN OFFICE
1000 W. MARKET STREET
NEWNAN, GEORGIA 30555
PH (770) 751-7978

CUMMING OFFICE
400 BRIDGE STREET
CUMMING, GEORGIA 30006
PH (678) 807-7100

www.fdc-llc.com



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0913

Meeting Date: 12/3/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Medley Johns Creek Phase 1 Owner, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097.

Requirement for Board Action

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

Strategic Priority Area related to this item *(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

Scope of Work: Johns Creek Phase 1 Owner, LLC, the owner of the real property located at 11660

Johns Creek Pkwy, Johns Creek, Georgia 30097, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

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

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced and recorded in Deed Book 69211, Page 621.

At the request of Medley Johns Creek Phase 1 Owner, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 67 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

Parcel Number: 11 106003990399

Cross Reference

Plat Book 69211, Page 621
 Deed Book 67662, Page 594

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, between MEDLEY JOHNS CREEK PHASE 1 OWNER, LLC, a Delaware limited liability company, a property owner within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

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

69211 621

1. Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book ____ page ____ of Fulton County, Georgia records, as more fully described in Exhibit "A" which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same is more fully described in Exhibit "A".
2. With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.
3. This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.
4. Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its

assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

5.

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

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements when needed to protect the health, safety and general welfare of the public.

7.

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

8.

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

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

10.

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

11.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed

in accordance with the laws of the State of Georgia. If any provisions of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

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

13.

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

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

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

OWNER: Medley Johns Creek Phase 1 Owner, LLC
c/o Toro Development, LLC
6200 Avalon Boulevard
Alpharetta, Georgia 30009
Attn: John Kelley and Vicky Boyce
E-mail: john.kelley@torodevco.com
Vicky.boyce@torodevco.com

Re: 1st District 1st Section, Land Lot(s) 398, 399, 400, 403, 404 and 405

Parcel Number: 11 106003990399

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

Signatures:

Signed sealed and delivered in the presence of

Tyler H. Hines
Unofficial Witness

Mary Christine Evans
Notary Public
My Commission Expires: 3/31/26

(Notary Seal)

(Notary Stamp)



OWNER

MEDLEY JOHNS CREEK PHASE 1
OWNER, LLC, a Delaware limited liability
company

Vicky Boyce
Signature (Authorized Party to Bind Owner
Entity)

Vicky Boyce, Authorized Signatory

Signatory's Name and Title (printed)

Owner's Address: Toro Development

6200 Avalon Boulevard

Alpharetta, GA 30009

[Signatures continued on next page.]

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

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

Witness

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

Exhibit A

The rights, easements and obligations granted herein pertain only to that portion of the Medley Johns Creek Development which is located on the Property described below:

Tract 1

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

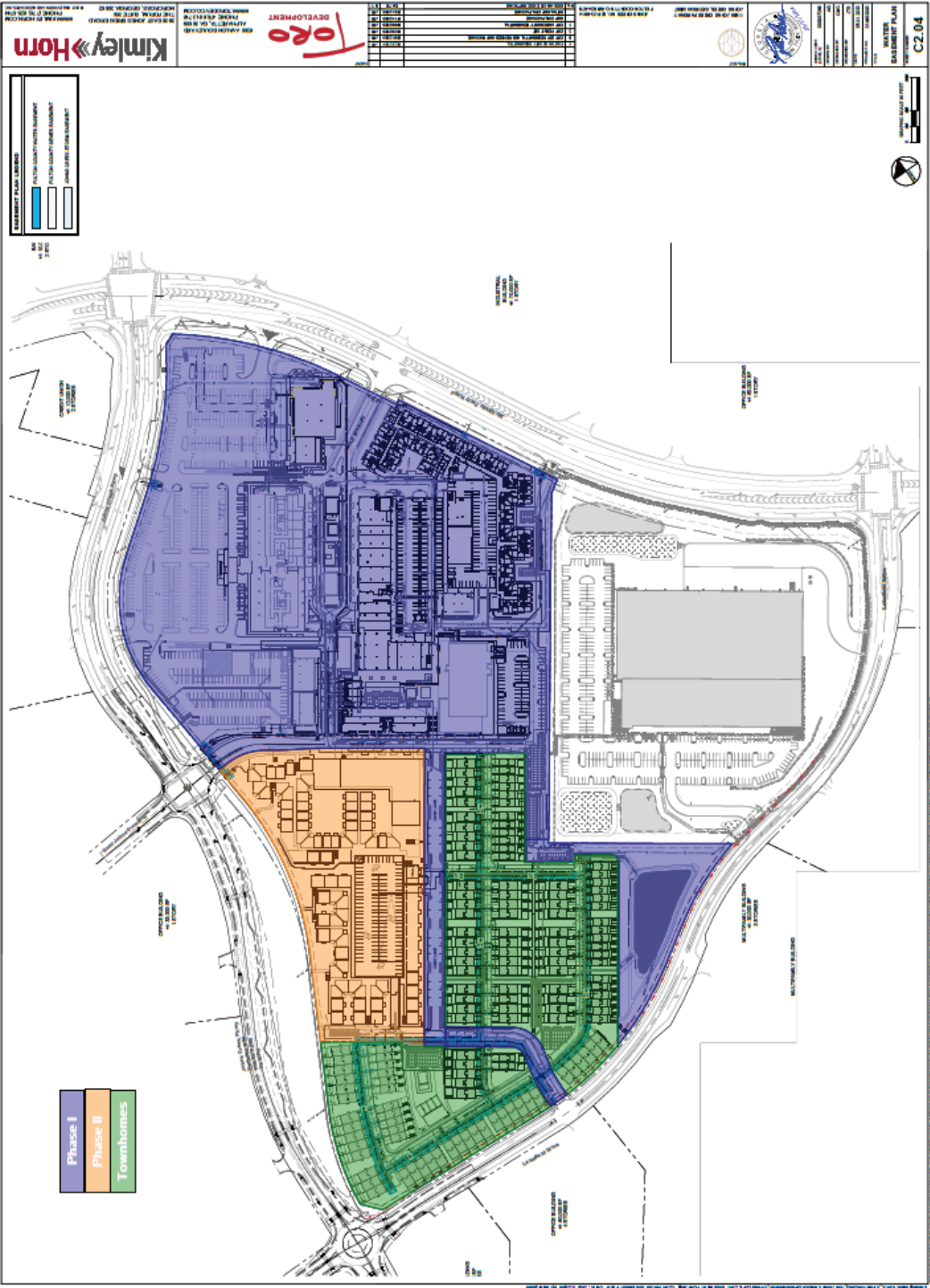
To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South 67° 41' 45" West a distance of 38.05 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and running along the southwesterly proposed Right of Way of McGinnis Ferry Road the following courses: thence running along a curve to the right an arc length of 434.61 feet, (said curve having a radius of 1005.00 feet, with a chord bearing of South 40° 55' 29" East, and a chord length of 431.23 feet) to a point; thence South 28° 32' 10" East a distance of 160.00 feet to an iron pin set; thence North 61° 27' 50" East a distance of 13.00 feet to an iron pin set; thence South 28° 32' 10" East a distance of 444.22 feet to an iron pin set; thence leaving said proposed Right of Way and running South 58° 15' 59" West a distance of 38.07 feet to an iron pin set; thence South 35° 28' 20" West a distance of 873.20 feet to a mag nail set; thence South 54° 47' 00" East a distance of 460.71 feet to an iron pin set on the northerly proposed Right of Way of Lakefield Drive; thence running along said proposed Right of Way along a curve to the left an arc length of 242.74 feet, (said curve having a radius of 752.20 feet, with a chord bearing of South 66° 37' 31" West, and a chord length of 241.69 feet) to a point; thence South 57° 24' 04" West a distance of 107.97 feet to a point; thence running along a curve to the right an arc length of 233.61 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 65° 57' 13" West, and a chord length of 232.75 feet) to an iron pin set; thence leaving proposed Right of Way and running North 34° 57' 50" East a distance of 458.80 feet to an iron pin set; thence North 34° 56' 27" East a distance of 3.50 feet to a point; thence running along a curve to the left an arc length of 23.56 feet, (said curve having a radius of 15.00 feet, with a chord bearing of North 10° 02' 11" West, and a chord length of 21.21 feet) to a point; thence North 55° 02' 11" West a distance of 93.00 feet to a point; thence South 34° 57' 49" West a distance of 19.01 feet to a point; thence North 55° 02' 11" West a distance of 125.00 feet to a point; thence North 34° 57' 49" East a distance of 270.50 feet to a point; thence North 55° 02' 11" West a distance of 198.00 feet to a point; thence South 34° 57' 49" West a distance of 682.50 feet to a point; thence South 55° 02' 11" East a distance of 165.81 feet to a point; thence running along a curve to the right an arc length of 105.66 feet, (said curve having a radius of 84.50 feet, with a chord bearing of South 19° 12' 53" East, and a chord length of 98.91 feet) to a point; thence along a curve to the left an arc length of 114.03 feet, (said curve having a radius of 375.50 feet, with a chord bearing of South 07° 54' 24" West, and a chord length of 113.60 feet) to a point; thence South 00° 47' 35" East a distance of 11.63 feet to a point on the northerly proposed Right of Way of Lakefield Drive; thence running along said proposed Right of Way along a curve to the right an arc length of 49.01 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 89° 12' 26" West, and a chord length of 49.00 feet) to a point; thence leaving the proposed Right of Way and running North 00° 47' 35" West a distance of 11.63 feet to a point; thence running along a curve to the right an arc length of 128.91 feet, (said curve having a radius of 424.50 feet, with a

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

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

Parcel Number: 11 106003990399

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





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0914

Meeting Date: 12/3/2025

Department

Library

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

Request approval to renew an existing contract - Fulton County Library System, 24ITB1288009B-PS, Newspapers, Magazine and Serial Subscriptions in the amount not to exceed, \$75,000.00 with EBSCO Information Services, LLC. (Birmingham, AL) to provide Newspapers, Magazine and Serial Subscriptions. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

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

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

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request will provide Newspapers, Magazine and Serial Subscriptions (Books-Periodicals, Newspaper, and Serials - Multi Languages) for Fulton County Library Systems. The vendor will have an online database of titles and will provide the FCLS access to the database at no charge, in order for the FCLS to search titles, submit orders, cancel orders, claim materials, and check status.

Scope of Work: Provide the supply of print periodicals, serials, and newspapers (local and

international) for Library customers, and to provide library personnel with information relating to Library orders and related services.

Community Impact: Fulton County citizens can access over 5,000 titles based on subscription requests.

Department Recommendation: The Fulton County Library System recommends approves the recommendation to renew this vendor.

Project Implications: Fulton County is the largest county in Georgia. Not providing this service negatively impacts a wide range of Fulton County citizens in every Fulton area *code*.

Community Issues/Concerns: There are no Community Issues/Concerns.

Department Issues/Concerns: There are no Department Issues/Concerns

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0542	08/10/2024	\$252,145.90
90 Day Extension	102 -364(e)	02/10/2025	\$15,000.00
1st Renewal			75,000.00
Total Revised Amount			\$327,145.90

Contract & Compliance

Contract Value: \$75,000.00
Prime Vendor: EBSCO Information Services, LLC
Prime Status: Non-Minority
Location: Birmingham, AL
County: Jefferson County
Prime Value: \$75,000.00 or 100.00%

Total Contract Value: \$75,000.00 or 100.00%
Total Certified Value: -0-

Exhibits Attached

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

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

Jamar Parker, Financial Systems Manager 404-771-7578

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$252,145.90
Previous Adjustments: \$15,000.00
This Request: \$75,000.00
TOTAL: \$327,145.90

Grant Information Summary

Amount Requested: N/A
Match Required: N/A
Start Date: N/A
End Date: N/A
Match Account \$: N/A

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

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

100-650-6565-1312: General, Library, Books-Library, \$75,000

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: O Renewal Option Remains

Overall Contractor Performance Rating: 100**Would you select/recommend this vendor again?**

Yes

Report Period Start: 1/1/2025
Report Period End: 6/30/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Library

BID/RFP# 24ITB1288009B-PS

BID/RFP# TITLE: Newspapers, Magazine and Serial Subscriptions

ORIGINAL APPROVAL DATE: August 21, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026 - December 31, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$75,000.00

COMPANY'S NAME: EBSCO Information Services, LLC

ADDRESS: P.O. Box 2543

CITY: Birmingham

STATE: AL

ZIP: 35202

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on **BOC** _____ **BOC NUMBER:** _____.

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

EBSCO Information Services, LLC

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

**Bowen Thagard
Senior Vice President**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Gayle Hollman, Director of Libraries
Library**

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	October 16, 2025
Department:	Library
Contract Number:	24ITB1288009B-PS
Contract Title:	Newspapers, Magazine and Serial Subscriptions (Books-Periodicals, Newspaper, and Serials - Multi Languages)

Instructions:

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

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

This contract has a not to exceed limit and materials are purchased with a competitive bid process that prevents items from being purchased above market value. Cost can be reduced when using a demand-based model for this project.

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

☒ **Internet search of pricing for same product or service:**

Date of search:	September 1, 2025
Price found:	Amounts are comparable to our current vendors'
Different features / Conditions:	Excellent Condition
Percent difference between internet price and renewal price:	N/A

Explanation / Notes:

[Click here to enter text.](#)

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 1, 2025
Jurisdiction Name / Contact name:	Dekalb County
Date of last purchase:	September 1, 2025
Price paid:	N/A
Inflation rate:	N/A

Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Prices are comparable

Explanation / Notes:

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

16,275

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

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

Date of last purchase:	September 30 th , 2024
Price paid:	Various
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A

Explanation / Notes:

[Click here to enter text.](#)

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

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

This service cannot be performed in-house.

7. **What would be the impact on your department if this contract was not approved?** The County would lose the ability to circulate magazine and related items throughout the County's network of libraries.

[Click here to enter text.](#)

Performance Evaluation Details

ID	E3
Project	Newspapers, Magazine and Serial Subscriptions
Project Number	24ITB1288009B-PS
Supplier	EBSCO Information Services, LLC
Supplier Project Contact	Bowen Thagard (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	08/21/2025 to 10/27/2025
Effective Date	10/28/2025
Evaluation Type	Formal
Interview Date	10/01/2025
Expectations Meeting Date	10/01/2025
Status	Completed
Publication Date	10/28/2025 09:28 AM EDT
Completion Date	10/28/2025 09:28 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

CONTRACT AGREEMENT (Corrected)

This Agreement is effective as of the 1st day of January 2025, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	EBSCO Information Services LLC
ITBC Contract No. & Title:	24ITB1288009B-PS - Newspapers, Magazine and Serial Subscriptions
Address:	P.O. Box 2543 Birmingham Alabama
Telephone:	800-633-4604
Email:	ebsconorthamerica@ebSCO.com
Contact Name & Title:	Bowen Thagard, Senior Vice President

This agreement was approved by the Fulton County Board of Commissioner on August 21, 2024 and item number 24-0542.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Addendum Acknowledgement
 Exhibit 1: Solicitation Document
 Exhibit 2: Contractor Bid Form Response (attached)
 Exhibit 3: Special Conditions
 Exhibit 4: Compensation
 Exhibit 5: Contract Compliance
 Exhibit 6. Insurance

1. Contract Term

- 1.1 Initial Term: This Agreement shall commence on the 1st day of January 2025 and end on the 31st day of December 2025. The "Commencement Term" of this Agreement shall begin on January 1, 2025 the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 Renewal Terms: Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two, (2) one-year ("Renewal Terms"). However, no Renewal Term of this

Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, each Renewal Term below shall begin on the 1st day of January for the calendar year of such Renewal Term and shall end no later than the 31st day of December of the calendar year of such Renewal Term:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2026	12-31-2026
2	12 months	01-01-2027	12-31-2027

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

- 1.2.1. Term Subject to Events of Termination: All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.
- 1.2.2. Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3. Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$252,145.90 (two hundred fifty-two thousand one hundred forty-five dollars and ninety cents), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITB solicitation document and the terms of this Agreement.

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

OWNER:

FULTON COUNTY, GEORGIA

Signed by:

Robert L. Pitts

167FDE80EDAF436...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

EBSCO Information Services LLC

Signed by:

Bowen Thagard

3452D5C08FB540F...

Bowen Thagard
Senior Vice President



ATTEST:

Signed by:

Theresa Ann

EEC476C4837648D...

Clerk to the Commission

ATTEST:

Signed by:

Kelly Sellers

A7CECB7BCA624AE...

Senior Accounts Receivable Representative

(Affix County Seal)

APPROVED AS TO FORM:

Signed by:

Jennifer Culler

D4470D1D3F234AA...

County Attorney

ATTEST:

Kelly Sellers

Notary Public

APPROVED AS TO CONTENT:

County: Shelby

DocuSigned by:

Gayle Holloman

94183FCA11D54AB...

Gayle Holloman, Director of Libraries Fulton
County Library

Commission Expires: 04/06/2027

(Affix Notary Seal)
DocuSigned by:

Phyllis Stewart

D9E50ECBFAFA436...



ITEM#: _____ RM: _____
REGULAR MEETING

ITEM#: 24-0542 2ND RM: 08/21/2024
SECOND REGULAR MEETING

EXHIBIT A

ADDENDUM

SECTION 3**ADDENDUM ACKNOWLEDGMENT**

Please be sure to view, print, and sign acknowledgment of any and all Addendums posted at least 3-5 days before the due date of this Bid through BidNet Direct at <https://www.bidnetdirect.com/georgia/fultoncounty>. Should there be an Addendum posted, bidders must submit and/or attached the signed Addendum Acknowledgment Form (s) along with their Bid by or before the Bid due date electronically through BidNet Direct.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # 1 DATED 5-7-24

ADDENDUM # 2 DATED 5-10-24

ADDENDUM #3 DATED 5-14-24

SUBMITTED BY:

BIDDER NAME: EBSCO Information Services, LLC

ADDRESS: P.O. Box 2543

CITY/STATE/ZIPCODE: Birmingham, Alabama 35202

CONTACT NAME: Bowen Thagard, Senior Vice President

EMAIL ADDRESS: ebsconorthamerica@ebSCO.com

BUSINESS PHONE: 800-633-4604

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.,) or professional organization (i.e. GSMD, WBENC, SBA, etc.,) as:

☐ **Minority Business Enterprise (MBE)**

☐ **Female Business Enterprise (FBE)**

☐ **Small Business Enterprise (SBE)**

☐ **Disadvantaged Business Enterprise (DBE)**

☐ **Small Disabled Veteran Business Enterprise (SDVBE)**

BUSINESS TYPE: Corporation ☒ Partnership _____ Sole Proprietor _____ Other _____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<i>Name</i>	<i>Address</i>

END OF SECTION

EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

SECTION 2 – BID FORM

Submitted To: Fulton County Government

Submitted By: EBSCO Information Services, LLC

For: **24ITB1288009B-PS Newspapers, Magazine and Serial Subscriptions**

Submitted on May 20, 2024.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 252,145.90

(Dollar Amount In Numbers)

Two hundred fifty two thousand and one hundred forty five dollars and ninety cents

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of this ITB.) Must bid all lines.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	Adult Magazines	1500	\$ 31.14	\$ 46,711.65
2.	Juvenile Magazines	500	\$ 16.00	\$ 8,001.10
3.	Annuals	300	\$ 105.23	\$ 31,570.08
4.	Newspaper	300	\$ 552.88	\$ 165,863.07
TOTAL:			\$	252,145.90

ISBN	Title	Author	Format	Age
	Good Housekeeping		Magazine	Adult
	Popular Mechanics		Magazine	Adult
	Newsweek		Magazine	Adult
	Sports Illustrated		Magazine	Adult
	Rolling Stone		Magazine	Adult
	Better Homes and Gardens		Magazine	Adult
	InStyle		Magazine	Adult
	Sports Illustrated Kids		Magazine	Juvenile
	Ranger Rick		Magazine	Juvenile
	Boys Life		Magazine	Juvenile
	New York Times		Newspaper	
	USA Today		Newspaper	
	Wall Street Journal		Newspaper	
	Washington Informer		Newspaper	
	Africa Report		Magazine	Adult
	J.K. Lasser's Your Income Tax		Annual	
	Chase's Calendar of Events		Annual	

Publisher	% Discount Offered	Retail Price	Discount Price	Estimated Purchase Quantity
Hearst Magazines	11%	\$22.00	\$19.58	150
Hearst Magazines	11%	\$24.00	\$21.36	200
Newsweek	11%	\$99.99	\$88.99	200
Maven				300
Wenner Media	11%	\$59.95	\$53.36	150
Meredith Corp	11%	\$22.00	\$19.58	250
Meredith Corp				150
Maven				200
National Wildlife Federation	11%	\$29.95	\$26.66	150
Boys Life	11%	\$24.00	\$21.36	150
New York Times	11%	\$1,431.53	\$1,274.06	75
USA Today	11%	\$433.32	\$385.65	75
Dow Jones & Co Inc	11%	\$550.00	\$489.50	75
	11%	\$70.00	\$62.30	75
	11%	\$52.01	\$46.29	100
John Wiley and Sons	11%	\$44.47	\$39.58	150
Legal Directories Publishing Company	11%	\$192.01	\$170.89	150
		\$3,055.23	\$2,719.16	2600

A	B	C	D	E
Category	% Discount Offered	Average Price	Discount Price	Estimated Purchase Quantity
Adult magazines	11%	\$34.99	\$31.14	1,500
Juvenile magazines	11%	\$17.98	\$16.00	500
Annuals	11%	\$118.24	\$105.23	300
Newspaper	11%	\$621.21	\$552.88	300
TOTAL COST	11%	\$792.42	\$705.25	2,600

TOTAL COST OF

Vendor should put any additional cost associated with pricing but not listed in the grid in the blue shaded section

Pricing for Services

→ A. Additional costs not listed in

Any additional cost of services

→ Additional costs

TOTAL COST OF SERVICES (any Additional Costs list

TOTAL COST OF PROJECT (Materials + Services):

Total	Per Item Discount Amount	Overall Discount Amount	Overall Discount Amount	
\$3,300.00	\$ 2.42	\$ 363.00	\$ 2,937.00	
\$4,800.00	\$ 2.64	\$ 528.00	\$ 4,272.00	
\$19,998.00	\$ 11.00	\$ 2,199.78	\$ 17,798.22	
\$0.00	\$ -	\$ -	\$ -	Order Direct
\$8,992.50	\$ 6.59	\$ 989.18	\$ 8,003.33	
\$5,500.00	\$ 2.42	\$ 605.00	\$ 4,895.00	
\$0.00	\$ -	\$ -	\$ -	Discontinued
\$0.00	\$ -	\$ -	\$ -	Order Direct
\$4,492.50	\$ 3.29	\$ 494.18	\$ 3,998.33	
\$3,600.00	\$ 2.64	\$ 396.00	\$ 3,204.00	
\$107,364.75	\$ 157.47	\$ 11,810.12	\$ 95,554.63	
\$32,499.00	\$ 47.67	\$ 3,574.89	\$ 28,924.11	
\$41,250.00	\$ 60.50	\$ 4,537.50	\$ 36,712.50	
\$5,250.00	\$ 7.70	\$ 577.50	\$ 4,672.50	
\$5,201.00	\$ 5.72	\$ 572.11	\$ 4,628.89	
\$6,670.50	\$ 4.89	\$ 733.76	\$ 5,936.75	
\$28,801.50	\$ 21.12	\$ 3,168.17	\$ 25,633.34	
\$277,719.75	\$336.08	\$30,549.17	\$247,170.58	

F			
Total	Per Item Discount Amount	Overall Discount Amount	Overall Discount Amount
\$52,485.00	\$ 3.85	\$ 5,773.35	\$ 46,711.65
\$8,990.00	\$ 1.98	\$ 988.90	\$ 8,001.10
\$35,472.00	\$ 13.01	\$ 3,901.92	\$ 31,570.08
\$186,363.00	\$ 68.33	\$ 20,499.93	\$ 165,863.07
\$283,310.00	\$ 87.17	\$ 31,164.10	\$ 252,145.90

MATERIALS:

\$ 252,145.90

the Pricing of Materials grid

1

2

ed above):

3

\$252,145.90

EXHIBIT 3

SPECIAL CONDITIONS

Instructions to Bidders**35. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT**

The County through the Department of Purchasing & Contract Compliance grants to any public serving governmental agency, authorization to purchase equivalent services or products described herein with this solicitation at the same submitted unit bid price, terms and conditions, but only with the consent of the Contractor/Consultant/ Service Provider. Public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s)/Consultant(s)/Service Provider(s) under the terms and conditions of the resultant contract. Any purchases shall be between the Contractor/Consultant/Service Provider and the participating public agency and shall not impact the Contractor's/Consultant's/Service Provider's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and the County makes no guarantee as to their participation.

Sample Contract**ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE**

- 1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- 2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- 3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- 4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- 5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

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

ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience with 30 days written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed.

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

If You notify EBSCO of an order cancellation prior to expiration, EBSCO will notify the publisher and process the cancellation for You, unless a publisher has identified the title as non-cancelable. If an eligible order is canceled, EBSCO will credit Your account in an amount equal to what EBSCO is refunded by the publisher, less a processing fee of \$30.00. The processing fee does not apply if you elect to cancel the title at the time of renewal or if the publisher ceases publication. When a publication ceases during the term of an order, EBSCO will attempt to obtain a refund from the publisher for You. Upon receipt of refund from the publisher (if any), EBSCO will credit Your account in an amount equal to the amount received from the publisher

ARTICLE 33. INVOICING AND PAYMENT

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

Time of Payment: Invoices for payment shall be submitted to County by the fifteenth (15th) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the fifteenth 15th calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. EBSCO prefers payments via check and ACH. If paying with a credit card, a surcharge may apply. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Payment is net due 60 days from receipt of invoice. Interest of 1.0% will be charged beginning on the 60th day for unpaid balances on undisputed invoices. Should a good faith dispute regarding a portion of an invoice arise, the County will notify the Contractor and detail the dispute immediately upon the County's receipt. Payments withheld by the County will be released and paid to the Contractor when the causes for dispute are

reconciled. Upon resolution of the dispute, any disputed amounts owed to the Contractor will be promptly paid by the County.

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

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

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

EXHIBIT 4

COMPENSATION

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$252,145.90 approved by the Board of Commissioners \$252,145.90, Two Hundred Fifty-Two Thousand, One Hundred Forty-Five and Ninety Cents. The detailed costs are provided on the attached Bid Form/Awarded Lines.

This contract was awarded to the lowest responsive and responsible bidder and the line item(s) awarded to EBSCO Information Services LLC is attached.

EXHIBIT 5

CONTRACT COMPLIANCE DOCUMENTS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Bowen Thagard),
Name

Senior Vice President EBSCO Information Services, LLC
Title Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Bowen Thagard TITLE: Senior Vice President

SIGNATURE: Bowen Thagard

ADDRESS: P.O. Box 2543 Birmingham, AL 35202

PHONE NUMBER: 800-633-4604 EMAIL: ebsonorthamerica@ebSCO.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name EBSCO Information Services, LLC

ITB/RFP Name & Number: 24ITB1288009B-PS Newspapers, Magazine and Serial Subscriptions

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**

☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or 100 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) N/A

Total Percentage of Certified Subcontractors: (%) N/A

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  **Title:** Senior Vice President

Business or Corporate Name: EBSCO Information Services, LLC

Address: P.O. Box 2543 Birmingham, AL 35202

Telephone: (800) 633-4604

Fax Number: (205) 980-3951

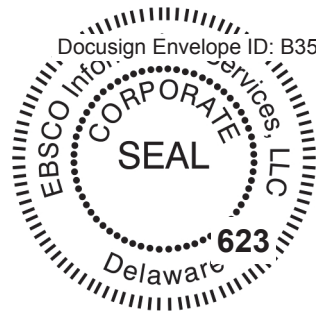
Email Address: ebsonorthamerica@ebSCO.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT 6

INSURANCE





Fulton County

Legislation Details

File #: 24-0542 **Version:** 1 **Name:**
Type: CM Action Item - Arts and Libraries **Status:** Passed
File created: 6/28/2024 **In control:** Board of Commissioners
On agenda: 8/21/2024 **Final action:** 8/21/2024
Title: Request approval of the lowest responsible bidder - Fulton County Library System - 24ITB1288009B-PS, Newspapers, Magazines and Serials in an amount not to exceed \$252,145.90 with Ebsco Information Services, LLC (Birmingham, AL) to provide annual print material to all 34 library locations. Effective upon BOC approval through December 31, 2024, with two renewal options. (APPROVED)

Sponsors:

Indexes:

Code sections:

Attachments: 1. Bid Tabulation, 2. Ebsco Recommendation Letter (updated).doc, 3. Magazine Performance Evaluation-7-8-2024

Date	Ver.	Action By	Action	Result
8/21/2024	1	Board of Commissioners	approve	Pass



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valent Group, LLC 3500 Blue Lake Drive Suite 120 Birmingham AL 35243	CONTACT NAME: Adrienne Lamon PHONE (A/C, No, Ext): (205) 262-2700 FAX (A/C, No): (205) 262-2701 E-MAIL ADDRESS: alamon@valentgroup.com														
INSURED EBSCO Industries, Inc. EBSCO Information Services, LLC P. O. Box 1943 Birmingham AL 35201	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property & Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D: Endurance American Specialty Insurance Company</td> <td>41718</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property & Casualty Co of America	25674	INSURER B: The Charter Oak Fire Insurance Company	25615	INSURER C: Travelers Casualty and Surety Company	19038	INSURER D: Endurance American Specialty Insurance Company	41718	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** * 24/25 EIS**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GL Ded: \$250,000 <input checked="" type="checkbox"/> Printers E&O Ded: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TC2JGLSA-9D909462-TIL-24	10/15/2024	10/15/2025	EACH OCCURRENCE \$ 1,000,000				
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000										
	MED EXP (Any one person) \$ 5,000										
	PERSONAL & ADV INJURY \$ 1,000,000										
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		TC2JCAP-9D909474-TIL-24	10/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	BODILY INJURY (Per person) \$										
	BODILY INJURY (Per accident) \$										
	PROPERTY DAMAGE (Per accident) \$										
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7S137226-24-NF	10/15/2024	10/15/2025	EACH OCCURRENCE \$ 25,000,000				
	AGGREGATE \$ 25,000,000										
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWXJUB-9D911955-TIL-24	10/15/2024	10/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER SIR - \$500,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
	B						Workers Comp - Per Statute & Employer Liability (AOS) SIR \$500,000	UB-1L339839-24-51-K	10/15/2024	10/15/2025	E.L. Each Accident \$1,000,000
											E.L. Disease - Each EE \$1,000,000
											E.L. Disease - Policy Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Includes EBSCO Information Services
 In reference to: Atlanta-Fulton Public Library in Atlanta, GA
 Bid# 24ITB1288009B-PS
 Certificate holder is included as Additional Insured with respect to the General Liability and Auto Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government Dept. of Purchasing & Contract Compliance 130 Peachtree Street, SW Suite 1168 Atlanta GA 30303-3459	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--

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ADDITIONAL COVERAGES									
Ref #	Description					Coverage Code	Form No.	Edition Date	
C	WC (Per Statute) & EL (AZ,MA, WI) - Pol# UB-9K299627-24 - 10/15/24 - 10/15/25					WC/EL			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
\$1,000,000	\$1,000,000	\$1,000,000	\$500,000	SIR					
Ref #	Description					Coverage Code	Form No.	Edition Date	
D	Cyber/PL/TechE&O - Pol# NRO30018238502 - 4/15/24- 4/15/25					CYB-PL			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
\$5,000,000	\$5,000,000 Agg		\$2,000,000	SIR					
Ref #	Description					Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description					Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description					Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description					Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description					Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description					Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description					Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
OFADTLCV									
Copyright 2001, AMS Services, Inc.									



Fulton County

Legislation Details

File #:	24-0542	Version:	1	Name:	
Type:	CM Action Item - Arts and Libraries	Status:		Passed	
File created:	6/28/2024	In control:		Board of Commissioners	
On agenda:	8/21/2024	Final action:		8/21/2024	
Title:	Request approval of the lowest responsible bidder - Fulton County Library System - 24ITB1288009B-PS, Newspapers, Magazines and Serials in an amount not to exceed \$252,145.90 with Ebsco Information Services, LLC (Birmingham, AL) to provide annual print material to all 34 library locations. Effective upon BOC approval through December 31, 2024, with two renewal options. (APPROVED)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. Bid Tabulation, 2. Ebsco Recommendation Letter (updated).doc, 3. Magazine Performance Evaluation-7-8-2024				

Date	Ver.	Action By	Action	Result
8/21/2024	1	Board of Commissioners	approve	Pass

Invoices must be forwarded to:

Fulton County Public Library
1 Margaret Mitchell Sq. NW
7th Floor
Atlanta, GA 30303-1089

To:

EBSCO INFORMATION SERVICES
P O Box 2543

Birmingham, AL 35202
Contact: REE SHERER

Ship To Address:

Fulton County Public Library
1 Margaret Mitchell Square
7th Floor
Atlanta, GA 30303

F.O.B.:

Vendor No.: FBSC500088-A

Special Instructions: BOC#24-0542 Date: 08-21-2024

Line	Commodity Code / Description	Quantity	Unit(s)	Unit Price	Total Amount
1	71510 Books, Directories, Magazines, Pamphlets, Periodicals Newspapers, Magazine and Serial Subscriptions. Contract Agreement 24ITB1288009B-PS-C. This purchase order authorizes payment for goods ordered and/or services for 24ITB1288009B-PS-C, Newspapers, Magazine and Serial Subscriptions requested by the Fulton County Public Library System. This purchase order is not to exceed \$75,000.00. The total cost of all goods and/or services requested hereunder shall not exceed the aggregate total without issuance of a Written Contract Modification. Any such Contract Modification and/or supplemental agreement shall not become effective or binding unless such modifications shall conform to the requirements of Fulton County Purchasing Code102-420 and issued by the Department of Purchasing & Contract Compliance. All orders placed and/or services requested hereunder are subject to verification and delivery must be confirmed in writing by an authorized official of the Fulton County Public Library System. Please contact Alva Burroughs at 404-612-7678 or Alva.Burroughs@fultoncountygga.gov for additional information.	0.00		\$ 0.00	\$75,000.00
DEVIATION FROM PRICES STATED IS NOT PERMITTED WITHOUT A SIGNED CORRECTED PURCHASE ORDER NOTE: NOT VALID ORDER WITHOUT ACCEPTANCE OF TERMS AND CONDITIONS ON LAST PAGE.					
Purchasing Agent		Refer Question To:		Purchase Order Total	
SIGNATURE Signed by: <i>Felicia Strong-Whitaker</i> E4F13A8BBB2D4A2...		Buyer: Phyllis Stewart Phone #: 404-612-4215		\$75,000.00	

VENDOR COPY

FULTON COUNTY**PURCHASING DEPARTMENT**

130 Peachtree St. SW Suite 1167

Atlanta, GA 30303-3459

Phone # (404) 612-5800

PURCHASE ORDER

Page 2 of 2

Purchase Order Number:
PO 650 24ITB1288009B-PS-C
Purchase Order Date:
Delivery Date:
Vendor No.:
FBSC500088-A

FULTON COUNTY PURCHASING DEPARTMENT "INSTRUCTIONS AND CONDITIONS"

Vendor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed. The County shall review invoices for approval. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs are not in accordance to the accepted quote/Bid/Proposal or as determined by the County, or are in excess of the actual stage of completion.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:**OR****Via Email:**Email: **Accounts.Payable@fultoncountyga.gov**

Fulton County Government

141 Pryor Street, SW

Suite 7001

Atlanta, Georgia 30303

Attn: Finance Department – Accounts Payable

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information (i.e. phone, fax , email, contact person name)
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity
- 3) Fulton County Department Information (needed for invoice)
 - a. Department Name
 - b. Department Representative Name
- 4) Cash discounts must be specified on the invoice

Time of Payment: The County shall make payments within thirty (30) days after receipt of a proper invoice.

This Purchase Order, together with the Vendor's written Quote/Bid/Proposal, form a binding agreement based upon the agreed terms between the parties.

The Purchasing Department is the only authority for transactions under this order. The Vendor is cautioned not to accept contrary instructions or conditions from any source other than the Purchasing Department Representative. Should the vendor receive, from any source, contrary instructions or conditions, the Purchasing Department Representative should be notified immediately.

Any changes or modifications to the underlying transaction shall not become effective or binding unless authorized in writing by the Purchasing Agent.

The County is exempt from Georgia State Tax and Federal Excise Tax (#58-6001729). Exemption Certificates will be issued upon request from the Purchasing Department.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0915

Meeting Date: 12/3/2025

Department

Community Development

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

Request approval of Atlanta Neighborhood Development Partnership's request to forgive the remaining balance of an existing HOME Investment Partnership program loan for the Delowe Village Apartments now versus the scheduled loan forgiveness date. Delowe Village is an affordable 64-unit apartment complex located at in East Point, Georgia. Forgiveness of the HOME loan is needed to support the redevelopment of Delowe Village which will create 96 new affordable housing units.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Approve Atlanta Neighborhood Development Partnership's request to forgive the remaining balance of an existing HOME Investment Partnership program loan for the Delowe Village Apartments now versus the scheduled loan forgiveness date. Delowe Village is an affordable 64-unit apartment complex located at in East Point, Georgia. Forgiveness of the HOME loan is needed to support the redevelopment of Delowe Village which will create 96 new affordable housing units.

The HOME loan has a maturity date of October 8, 2043, and has a forgiveness schedule that allows \$51,077 of the loan to be forgiven each year and the loan balance goes down to \$0 on October 8, 2033. As of October 8, 2025, the outstanding HOME loan balance was \$459,693.

Atlanta Neighborhood Development Partnership (ANDP) received an award of 4% Low-Income Housing Tax Credits (LIHTC) and tax-exempt bond financing from the Georgia Department of Community Affairs (DCA) for the redevelopment of Delowe Village.

ANDP has identified negative financial consequences that would affect project feasibility if the HOME loan were assumed by the new partnership and not forgiven. Full forgiveness of the HOME loan while it remains under ANDP's ownership will prevent tax implications for the project, as ANDP is a 501(c)(3) nonprofit organization. In October 2015, Fulton County agreed to a long-term forgiveness schedule for the loan.

Approval of ANDP's request to forgive the remaining balance of the loan will create 96 new affordable housing units and the redeveloped Delowe Village will be subject to a 30-year affordability covenant, as required by DCA. As a nonprofit, ANDP will retain full ownership of the land and will lease the property to the project, ensuring permanent affordability for the site.

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

- On October 18, 2013, Fulton County and ANDP entered into a HOME Program Loan Agreement in the amount of \$750,000 to assist with the acquisition and stabilization of the Delowe Village Property.
- On April 29, 2014, Fulton County and ANDP entered into an amendment to the Loan Agreement, to provide additional HOME funds in the amount of \$271,540 to ANDP for additional improvements to the apartments, increasing the total HOME Program Loan amount to \$1,021,540.
- On October 14, 2015, Fulton County and ANDP entered into a second amendment to loan agreement, agreeing to defer the payments of the HOME Program Loan during the affordability period, such that payments of the principal and interest on the outstanding HOME Program Loan shall be deferred for a period of thirty (30) years, with Fulton County also agreeing to a schedule to forgive the loan.
- On April 16, 2025, the Board of Commissioners approved the transfer of ownership of the Delowe Village Apartment property, an affordable 64-unit apartment complex located at 2330-2380 Delowe Drive, East Point, Georgia, from the current owners, Atlanta Neighborhood Development Partnership, Inc. (ANDP) to Delowe Village Partners, LLC, and consented to the assumption and subordination of a HOME Investment Partnership program loan agreement between Fulton County, Georgia and ANDP.

Scope of Work: As part of the Georgia Department of Community Affairs (DCA) award of 4% Low-Income Housing Tax Credits (LIHTC) and tax-exempt bond financing to redevelop Delowe Village, ANDP is requesting forgiveness of the remaining balance of County's HOME Loan now versus the scheduled loan forgiveness date. This will allow Delowe Village to be redeveloped, creating 96 new affordable housing units with a 30-year affordability covenant. The request does not include any additional funding from Fulton County. ANDP is ensuring every resident has the option of accepting either a permanent or temporary relocation benefit. In addition, every resident has first priority to return to the property once Delowe Village is rebuilt.

Community Impact: By consenting to forgiveness of the existing HOME loan now, Fulton County will enable the redevelopment of Delowe Village, which will create 96 new affordable housing units with a 30-year affordability covenant. This action supports long-term housing stability for low and moderate-income residents, promotes neighborhood revitalization, and aligns with the County's commitment to sustaining affordable housing options.

Department Recommendation: The department recommends approval of the request.

Project Implications: ANDP requesting full forgiveness of the remaining HOME loan balance prior to closing of the LIHTC transaction (expected in mid-December 2025) which adds urgency. Delays in obtaining consent to forgive the loan could jeopardize the LIHTC and bond financing, potentially stalling or derailing the project.

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

No additional funding is required.



October 13, 2025

Stan Wilson, Director
Health & Human Services, Community Development
Fulton County

Via email: Stanley.Wilson@fultoncountyga.gov

Re: Delowe Village Apartments
2330-2380 Delowe Drive, East Point, GA
HOME Loan Forgiveness Request

Dear Mr. Wilson,

Atlanta Neighborhood Development Partnership, Inc. (ANDP) is a nonprofit affordable housing developer that has served the metro Atlanta region since 1993. ANDP owns and operates Delowe Village Apartments, an affordable 64-unit apartment community located in East Point.

In 2013, Fulton County requested that ANDP assume ownership of Delowe Village. To support the acquisition and stabilization of the property, the County provided a \$750,000 HOME loan. In 2015, the County contributed an additional \$271,540 in HOME funds, increasing the total HOME loan to \$1,021,540, with a maturity date of October 8, 2043. At that time, Fulton County established a forgiveness schedule allowing \$51,077 of the loan to be forgiven each year through maturity. As of October 8, 2024, the outstanding HOME loan balance was \$510,770.

ANDP has since received an award of 4% Low-Income Housing Tax Credits (LIHTC) and tax-exempt bond financing from the Georgia Department of Community Affairs (DCA) for the redevelopment of Delowe Village. The redevelopment will be undertaken in partnership with Laurel Street Residential, a qualified Black- and female-owned developer based in Charlotte, NC. ANDP has successfully partnered with Laurel Street before on a tax credit development in Atlanta — Creekside at Adamsville Place.

The redeveloped Delowe Village will be subject to a 30-year affordability covenant, as required by DCA. As a nonprofit, ANDP will retain full ownership of the land and will lease the property to the project, ensuring permanent affordability for the site.

ANDP is requesting full forgiveness of the remaining HOME loan balance prior to the closing of the LIHTC transaction (expected in December 2025). Since our initial assumption request, we have identified negative financial consequences that would affect project feasibility if the loan were assumed by the new partnership. Full forgiveness of the debt while it remains under ANDP's ownership will not create any tax implications, as ANDP is a 501(c)(3) nonprofit organization. Moreover, because Fulton County has already agreed to a long-term forgiveness schedule, we hope this request will be considered straightforward.



Regardless of when the HOME loan is forgiven, the original HOME Land Use Restriction Covenant will remain in effect. The new development will incorporate and exceed these existing restrictions. Specifically, all 96 units in the redeveloped Delowe Village will be affordable for at least 30 years, and ANDP's continued ownership of the land will ensure permanent affordability and long-term control over future development of the site.

We greatly appreciate your consideration of this request and your continued support in providing quality housing for 96 low-income families in Fulton County.

Please let us know if there is any additional information you need to evaluate this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ashani O'Mard".

Ashani O'Mard
Senior Vice President, Strategic Housing Investments
ANDP





**GEORGIA DEPARTMENT
of COMMUNITY AFFAIRS**

To: Lee Cochran (lcochran@laurelstreetres.com)
Dionne Nelson (dnelson@laurelstreetres.com)
From: Kim Golden, Office of Housing Finance Director
Meagan Cutler, Senior Allocation Manager
Date: 2/11/2025
Re: Delowe Village Apartments (2024-546)

4% Federal Housing Tax Credit/Bonds Award Amount: \$17,000,000

Dear Lee Cochran:

Congratulations! The above-referenced application has been selected for funding under the 2024 4% Housing Tax Credit/Bonds Competitive Round. Attached are the DCA final workbook and relevant documents.

Next Steps

If this development **requires a waiver** of any Threshold Criteria in the 2024-2025 Qualified Allocation Plan (QAP), you must submit a Waiver Request by February 28, 2025.

The full Threshold application must be submitted by May 2, 2025. Applicants will be required to complete the Excel Workbook reflecting DCA's final determinations (to be provided in a follow-up email). Applicants must clearly mark and justify any changes (no changes to Scoring will not be allowed).

Waiver Requests and full Threshold Review Submissions may be submitted anytime following this notification, until the deadline. Applicants are encouraged to submit Waiver Requests and Threshold Review Submissions as soon as they are complete and ready for DCA review. Failure to meet the above deadlines, any Scoring requirements committed to in the Competitive Application, or any Threshold requirements without an approved waiver will result in withdrawal of this award.

Refer to the 2024-2025 QAP and relevant DCA manuals for Waiver Request and Threshold requirements, and to the Application page of the DCA website and the 2024 Application Manual ([here](#)) for instructions regarding:

- Excel Application update
- Waiver Request and Threshold Review Submission method
- Fee payment

DCA Contacts

The below DCA staff members have been assigned to this application and will be the best points of contact going forward:

- **Underwriting:** Trey Melvin (Trey.Melvin@dca.ga.gov)
- **Construction Services:** HFDConstructionServices@dca.ga.gov
- **Environmental Review:** EnvironmentalReview@dca.ga.gov
- **Relocation:** RelocationReview@dca.ga.gov

If you are unsure if a Waiver Request is required, please contact the above **Underwriting** or **Construction Services**.

Additional Comments

Please include the DCA Application Number and Development Name in future correspondence.

Once a development receives a DCA Letter of Determination, the Applicant will have a period of six (6) months to complete the listing on [Georgia Housing Search](#). Applicants are required to notify DCA at Compliance@dca.ga.gov after completing the listing.

Please *respond via email* to Allocation@dca.ga.gov to confirm your receipt of this letter and ability to satisfy all requirements and commitments made in the Application by the established deadlines.

Congratulations again! Thank you for your efforts to address the affordable housing needs in the State of Georgia. We appreciate our partnership with you and look forward to adding Delowe Village Apartments to Georgia's affordable housing portfolio.

Sincerely,

Kim Golden
Kim.Golden@dca.ga.gov | 470-597-5352

Delowe Village Redevelopment Project Financing

SOURCES AND USES

Source	Amount
Federal LIHTC Equity	\$23,307,993
Community Foundation	\$2,000,000
Reinvestment Income	\$2,959,000
Required Deferment of Developer Fee	\$369,524
Permanent Loan Advance	<u>\$10,150,000</u>
TOTAL	\$38,786,517

Uses of Funds	Amount
Total Land Costs	\$672,000
Total Soft Costs	\$5,756,291
Total Hard Costs (Construction)	\$26,584,438
Net Financing expenses	<u>\$5,773,788</u>
TOTAL USES	\$38,786,517

Definitions:

LIHTC - Low-income tax credit housing is a federal program that provides developers with tax credits to build or renovate rental housing for lower-income households. In exchange for these credits, developers must set aside a portion of the units for rent-restricted tenants who earn up to a certain percentage of the Area Median Income (AMI), making them affordable to residents. The credits allow developers to sell them to investors for equity financing, which reduces construction costs and makes it financially feasible to offer more affordable rents.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0916

Meeting Date: 12/3/2025

Department

State Court

Requested Action

Request approval to renew an existing contract - State Court, 23RFP138566A-CJC, Misdemeanor Probation Services, this is a revenue-generating contract with Judicial Correction Services, Inc. (Atlanta, GA) to provide supervision and case management services for misdemeanor offenders sentenced by Judicial Order in the State, Superior, and Magistrate Courts of Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action

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

Strategic Priority Area related to this item

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?

Yes

Summary & Background

Scope of Work: This contract will provide the Court with a comprehensive probation services program that includes community service supervision, domestic violence counseling, and DUI Offender rehabilitation. Furthermore, the supervisor of misdemeanor offenders has been instrumental

in eliminating the backlog of probation revocation cases awaiting hearing which has translated into a sizeable reduction of the misdemeanor jail population

Community Impact: Low-risk, offenders are less likely to re-offend while being supervised which allows our communities to remain safe.

Department Recommendation: Approval of this contract will enable the County to provide the critical service of misdemeanor probation management in a continuing effort to reduce jail overcrowding and offender recidivism

Project Implications: None

Community Issues/Concerns: None that the department is aware of.

Department Issues/Concerns: None that the department is aware of.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0871	12/06/2023	Revenue Generating
1st Renewal	24-0886	12/18/2024	Revenue Generating
Revised Total Amount			Revenue Generating

Contract & Compliance Information

Contract Value: \$Revenue Generated

Prime Vendor: Judicial Correction Services, Inc
Prime Status: Non- Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$Revenue Generated

Total Contract Value: \$Revenue Generated

Total Certified Value: \$-0-

Exhibits Attached

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

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

Donald Talley, Court Administrator/ Clerk 404-613-1305

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: Revenue Generating
Previous Adjustments: Revenue Generating
This Request: Revenue Generating
TOTAL: Revenue Generating

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

Funds to be deposited into 100-420-4201-4230: General Fund, State Court General , Court
Cost/Fees Revenue

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: O renewal option remains

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:
1/1/2025

Report Period End:
9/30/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: State Court

BID/RFP# NUMBER: 23RF138566A-CJC

BID/RFP# TITLE: Misdemeanor Probation Supervision Services

ORIGINAL APPROVAL DATE: December 6, 2023

RENEWAL EFFECTIVE DATES: January 1, 2026 – December 31, 2026

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: Revenue Generating

COMPANY'S NAME: Judicial Corrections Services, Inc

ADDRESS: 1770 Indian Trail Road, Suite 350

CITY: Norcross

STATE: Georgia

ZIP: 30093

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**JUDICIAL CORRECTIONS
SERVICES, INC.**

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

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Donald Talley, Court Administrator
Fulton County State Court**

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	October 14, 2025
Department:	State Court of Fulton County
Contract Number:	23RFP138566A-CJC
Contract Title:	Misdemeanor Probation Services

Instructions:

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

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

This is a revenue generating contract; therefore, there are no costs to Fulton County for the services received from the vendor.

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

☐ **Internet search of pricing for same product or service:**

Date of search:	June 8, 2023
Price found:	\$40.00/month
Different features / Conditions:	\$45.00/month intensive supervision
Percent difference between internet price and renewal price:	n/a

Explanation / Notes:

The vendor, Judicial Correction Services, pricing is in line with the industry standards and the price for the supervision fees has remained constant for several years.

☐ **Market Survey of other jurisdictions:**

Date contacted:	October 14, 2025
Jurisdiction Name / Contact name:	Department of Community Supervision
Date of last purchase:	n/a
Price paid:	n/a
Inflation rate:	n/a

Adjusted price:	n/a
Percent difference between past purchase price and renewal price:	n/a
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

The Department of Community Supervision provides a list of vendors that provide misdemeanor probation supervision services throughout the State. This state agency monitors compliance of all vendors and provides a list of vendors and their monthly probation supervision fees.

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

Click here to enter text.

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

No cost. This is a revenue generating contract.

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

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

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

Explanation / Notes:

Click here to enter text.

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

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

7. **What would be the impact on your department if this contract was not approved** ? Failure to renew this contract would result in no supervision provided for adult offenders which may jeopardize

public safety. There would also be an increase in recidivism for offenders found guilty of offenses such as driving under the influence, domestic violence, and other crimes of a violent nature.

Performance Evaluation Details

ID	E11
Project	Misdemeanor Probation Supervision Services
Project Number	18RFP020518A-CJC,
Supplier	Professional Probation Services, Inc. (PPS)
Supplier Project Contact	Keith Ward (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	10/07/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/07/2025 11:25 AM EDT
Completion Date	10/07/2025 11:25 AM EDT
Evaluation Score	56

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

5/20

Rating

Unsatisfactory: Project Management that negatively affected the overall Project with little to no action to correct or mitigate. Significant project objectives, risks and/or Contract requirements were not managed or completed; multiple interventions required by the User Department to bring Consultant into compliance. Risks/Issues were not managed and/or communicated to the the User Department.

Comments

JCS has experienced some issues with staff retention. A number of probation officers have been terminated due to improper interactions with probationers to include inappropriate payments for services. Probationers have paid probation officers to provide fraudulent reports stating that court-ordered conditions have been completed during the probationary period.

SCHEDULE

10/20

Rating

Needs Improvement: Schedule slippage but some effort made by Consultant to achieve timelines. Minor issues with monitoring and forecasting.

Comments

See comments above - JCS plans to replace a large contingent of probation officers who were receiving inappropriate payments for services.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

Reports are customized to meet the needs of the Court; however, there are instances where they are not delivered by the imposed deadlines.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

JCS has been very open with sharing details regarding their operation and the plans to improve their services.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

10/20

Rating

Needs Improvement: Minor issues with compliance took a long time to resolve and/or required multiple interventions to resolve the issue to the the User Department's satisfaction.

Comments

A judge has expressed concerns with the way probation revocations have been conducted recently within his courtroom. The expectations were communicated to management who plans to resolve the issue immediately. Revocation hearing expectations: The probation officer should convey their offer; the defense should convey to the defendant and then get back with the PO to see if there is a resolution considering the defendant's explanation (i.e maybe he did do the community services or can pay the fees in 10 days etc). Most of my cases come to an agreement, I will sign off on whatever is agreed and the parties can go on their way. If there is not an agreement, I will have a revocation hearing.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0919

Meeting Date: 12/3/2025

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Jessica McNair Appreciation Day.” **(Pitts/BOC)**

Proclamation recognizing “Human Rights Day.” **(Barrett/BOC)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0921

Meeting Date: 12/3/2025

Department

Finance

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

Public Hearing for the FY2026 Proposed Operating Budget.

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

State of Georgia statute (O.C.G.A. Section 36-81-5) and the County budget ordinance, require that a public hearing be conducted on the proposed budget at least one week prior to the meeting on final adoption of 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

In accordance with the State of Georgia statute (O.C.G.A. Section 36-81-5) and the County budget ordinance, it is required that a public hearing be conducted on the proposed budget at least one week prior to the meeting on final adoption of the budget, at which time any person wishing to speak on the budget may be heard. The Board of Commissioners has the option of adopting the budget either in the first or second meeting in January 2026. By holding this public hearing on December 3rd, we will be in full compliance with provisions of the State law and our ordinance; and be able to adopt the budget at either one of the two meetings in January.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0922

Meeting Date: 12/3/2025

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

MARTA Quarterly Update



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0923

Meeting Date: 12/3/2025

Department

Registration & Elections

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

Request approval to renew existing contracts - Registration & Elections, 25ITB1393668C-MH, Ballot Printing in the amount of \$260,460.00 with Tattnall Journal, Inc. dba Tattnall Ballot Solutions (Reidsville, GA) to provide ballot printing services for the 2026 General / Primary and runoff elections: General Primary Election/Nonpartisan Election & Runoff Elections; and the General Election/Special Election & Runoff Elections. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, thru December 31, 2026.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request is to renew existing contract, 25ITB1393668C-MH, Printing Ballots for absentee voting for the 2026 elections.

Scope of Work: This contract provides ballot style setup, provide pre-filled ballots for test deck, and print ballots for non-partisan absentee, advance voting and Election Day. Section 23 of SB202 requires that ballots shall be printed on security paper that incorporates measures to authenticate the

ballot. Ballots will be produced on a Sub 80lb Dominion ImageCast Vote Secure IR security ballot paper.

Community Impact: Registration and Elections staff is not aware of any community impact.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval of the request to renew existing contract will ensure the Department to follow state election laws.

Community Issues/Concerns: The approval to renew existing contract will ensure the availability of absentee ballots for these elections.

Department Issues/Concerns: The approval of the request to renew existing contract will ensure the Department to follow state election laws.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0396	5/21/2025	\$260,460.00
Renewal No. 1			\$260,460.00
Total Revised Amount			\$520,920.00

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

Contract Value: \$260,460.00

Prime Vendor: The Tattnall Journal, Inc. dba Tattnall Ballot Solutions
Prime Status: Non-Minority
Location: Reidsville, GA
County: Tattnall County
Prime Value: \$260,460.00 or 100.00%

Total Contract Value: \$260,460.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached:

Exhibit 1: Contract Renewal Agreement No. 1
Exhibit 2: Performance Evaluation
Exhibit 3: Contract Renewal Evaluation Form

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$260,460.00
Previous Adjustments: \$0.00
This Request: \$260,460.00
TOTAL: \$520,920.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2654-1459: General, Registration & Elections, Printing - \$80,000.00 (**pending 2026 budget approval**)

Funding Line 2:

100-265-2655-1459: Elections, Registration & Elections, Printing - \$39,540.00 (**pending 2026 budget approval**)

Funding Line 3:

100-265-2653-1459: General, Registration & Elections, Printing - \$100,000.00 (**pending 2026 budget approval**)

Funding Line 4:

100-265-2658-1459: Elections, Registration & Elections, Printing - \$40,000.00 (**pending 2026 budget approval**)

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026

Agenda Item No.: 25-0923

Meeting Date: 12/3/2025

Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/>
	renewal option remains

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
6/30/2025

Report Period End:
9/30/2025



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Registration & Elections

BID/RFP# NUMBER: 25ITB1393668C-MH

BID/RFP# TITLE: Ballot Printing

ORIGINAL APPROVAL DATE: 5/21/2025

RENEWAL EFFECTIVE DATES: 1/1/2026 through 12/31/2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$260,460.00

COMPANY'S NAME: Tattnall Journal, Inc. dba Tattnall Ballot Solutions

ADDRESS: PO Box 278 - 114-B North Main St.

CITY: Reidsville

STATE: GA

ZIP: 30453

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**TATTNALL JOURNAL dba
TATTNALL BALLOT SOLUTIONS**

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

Russ Rhoden

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Nide Williams, Director of
Registration and Elections**

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
6/25/2025	9/30/2025	6/25/2025	12/31/2025
Purchaser Order Number		Purchase Order Date	
25ITB1393668C-MH		6/25/2025	
Department			
Registration & Elections			
Bid Number		Service Commodity	
25ITB1393668C-MH		Ballot Printing.	
Contractor			
The Tattnall Journal, Inc			
Performance Rating			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/>	0	Comments	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	Comments	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Comments
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Comments
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	Comments
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	10/21/2025
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	John Ross		
Department Head Name:	Nadine Williams		
Department Head Signature	<i>Nadine Williams</i>		

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

Submit

Print

Save

Contract Renewal Evaluation Form

Date:	September 19, 2025
Department:	REGISTRATION AND ELECTIONS
Contract Number:	25ITB1393668C-MH
Contract Title:	Ballot Printing

Instructions:

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

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

Efforts were made to ensure that the cost of purchasing ballots remained reasonable and aligned with industry standards. Comparative analysis was conducted with other out-of-state vendors and neighboring counties to confirm pricing competitiveness. Based on this review, the proposed costs are consistent with prevailing market rates and reflect a fair value for the required ballot production and delivery services.

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

☒ Internet search of pricing for same product or service:

Date of search:	October 9, 2025
Price found:	.30 – 2.25
Different features / Conditions:	Multiple languages, front and back, and size
Percent difference between internet price and renewal price:	unknown

Explanation / Notes:

Gwinnett County utilizes an out-of-state vendor due to their ballots requiring multiple languages, which significantly increases production costs. In comparison, the cost for Fulton County's ballots is more economical and consistent with competitive pricing among similar jurisdictions.

☒ Market Survey of other jurisdictions:

Date contacted:	October 10, 2025
Jurisdiction Name / Contact name:	Clayton County / Scott Brown
Date of last purchase:	October 1, 2025
Price paid:	.37 (\$250 set-up plus \$50 delivery fee)
Inflation rate:	Unknown
Adjusted price:	Unknown
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Their rate is more.

Explanation / Notes:

Fulton's rate is .31 cents and Clayton's rate is .37 cents and the set-up fee is the same

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

I contacted 4 counties and at the time of submission 3 responded

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

\$387,348.71

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

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

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

Click here to enter text.

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

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

A new automated ballot printing system was purchased and installed to enhance efficiency and streamline ballot production for upcoming elections. However, after installation and initial testing, the equipment was determined to be **non-functional and unable to meet operational requirements**.

Despite troubleshooting efforts and communication with the vendor, the system could not be configured for reliable use within the department's production environment. As a result, the **equipment was returned to the vendor**. The department will continue using the existing ballot printing process until a viable and fully functional automated solution can be identified and implemented.

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

The Fulton County Department of Registration and Elections requires the continued use of an external, certified ballot printing vendor to ensure compliance with Georgia election laws and operational readiness. The County does not currently possess the specialized tools, certified printing equipment to produce official ballots in accordance with state-mandated standards. Furthermore, reliance on a qualified vendor is essential to maintain flexibility and responsiveness during election cycles. In the event of an emergency the department must have a vendor capable of printing and delivering ballots within short notice to meet statutory deadlines. Contracting with a certified vendor ensures the integrity, accuracy, and timeliness of ballot production while mitigating operational and legal risks to the County.

Kathryn Glenn

October 17, 2025

Prepared by

Date

Nadine Williams

October 20, 2025

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0924

Meeting Date: 12/3/2025

Department

Information Technology

Requested Action

Request approval to renew an existing contract - Department of Information Technology (FCIT), 25RFP1351128B-RT, Countywide Audio-Visual Services and Systems in a total amount not to exceed \$1,606,890.48 with (A) AVI Systems, (Atlanta, GA) in an amount not to exceed \$803,445.24; and (B) Summit Solutionz, Inc. (Norcross, GA) in an amount not to exceed \$803,445.24, to provide Countywide audio-visual systems, equipment, support, and services. This action exercises renewal one of three renewal options. Two renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Fulton County operates multiple facilities that require new audio-visual systems and upgrades to existing systems.

Scope of Work: This contract will provide products and services for the installation and maintenance

of Fulton County audio visual systems. The work will include installation of products, wiring, cabinetry, electrical and sound systems associated with the audio-visual needs of the various County agencies.

Community Impact: This service will offer improved systems, provide better communication and visualization options for citizens utilizing libraries and County facilities.

Department Recommendation: FCIT recommends approval of this request.

Project Implications: The approval of this contract will allow necessary audio-visual systems operational/maintenance support, modernizing and refreshing technology.

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

Department Issues/Concerns: FCIT has no community issues/concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0301	4/16/2025	\$803,445.24
1 st Renewal			\$803,445.24
Total Award Amount			\$1,606,890.48

Contract Value: \$1,606,890.48

(A)

Prime Value: \$803,445.24
Prime Vendor: Audio Visual Innovations, Inc. (AVI-SPL, LLC)
Prime Status: Non-Minority
Location: Duluth, GA
County: Gwinnett County
Prime Value: \$803,445.24 or 100.00%

Total Contract Value: \$803,445.24 or 100.00%

Total Certified Value: \$0.00%

(B)

Prime Value: \$803,445.24
Prime Vendor: Summit Solutionz
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$482,067.14 or 60.00%

Subcontractor: Anderson Technologies
Subcontractor Status: Hispanic Male Business
Location: Lawrenceville, GA

County: Gwinnett County
Contract Value: \$321,378.10 or 40.00%

Total Contract Value: \$803,445.24 or 100.00%
Total Certified Value: \$321,378.10 or 40.00%

Grand Contract Total: \$1,606,890.48 or 100.00%
Grand Certified Value: \$321,378.10 or 40.00%

Exhibits Attached

Exhibit 1: Contract Renewal Agreements
Exhibit 2: Performance Evaluations
Exhibit 3: Contract Renewal Evaluation Form

Contact Information

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,606,890.48
Previous Adjustments: \$0.00
This Request: \$1,606,890.48
Total: \$3,213,780.94

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

Will be provided by agencies requesting systems and services

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: Tv renewal options remain

Agenda Item No.: 25-0924

Meeting Date: 12/3/2025

Overall Contractor Performance Rating:

AVI Systems	85
Summit Solutionz	85

Would you select/recommend this vendor again?

Yes

Report Period Start:
8/1/2025

Report Period End:
10/31/2025



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP# NUMBER: 25RFP1351128B-RT

BID/RFP# TITLE: Countywide Audio-Visual Services and Systems

ORIGINAL APPROVAL DATE: 4/16/2025

RENEWAL EFFECTIVE DATES: 01/01/2026

RENEWAL OPTION #: 1 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: \$ \$803,445.24

COMPANY'S NAME: AVI Systems

ADDRESS:

CITY: Atlanta

STATE: Georgia

ZIP:

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

[INSERT COMPANY NAME]

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

ATTEST:

Kevin Kerrigan,
Chief Information Officer

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP# NUMBER: 25RFP1351128B-RT

BID/RFP# TITLE: Countywide Audio-Visual Services and Systems

ORIGINAL APPROVAL DATE: 4/16/2025

RENEWAL EFFECTIVE DATES: 01/01/2026

RENEWAL OPTION #: 1 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: \$ \$803,445.24

COMPANY'S NAME: Summit Solutionz Inc.

ADDRESS:

CITY: Norcross

STATE: Georgia

ZIP:

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

[INSERT COMPANY NAME]

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

ATTEST:

Kevin Kerrigan,
Chief Information Officer

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

Performance Evaluation Details

ID	E1
Project	COUNTYWIDE AUDIO-VISUAL SERVICES SYSTEMS
Project Number	25RFP1351128B-RT
Supplier	AVI Systems
Supplier Project Contact	Suzanne Capasso (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	08/01/2025 to 10/31/2025
Effective Date	11/13/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/13/2025 10:13 AM EST
Completion Date	11/13/2025 10:13 AM EST
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

There is no quality product or service issues note currently.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

There are no timeliness or performance issues to note currently.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Contractor responds very quickly to business technical and service inquiries and administrative and invoice process questions.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

There have been no customer complaints regarding the contractor performance in this time frame.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

There have been no cost control complaints currently.

GENERAL COMMENTS

Comments

I am very pleased with the contractor performance currently.

Performance Evaluation Details

ID	E2
Project	COUNTYWIDE AUDIO-VISUAL SERVICES SYSTEMS
Project Number	25RFP1351128B-RT
Supplier	Summit Solutionz Inc.
Supplier Project Contact	Heather Corbin Kireta (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	08/01/2025 to 10/31/2025
Effective Date	11/13/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/13/2025 11:31 AM EST
Completion Date	11/13/2025 11:31 AM EST
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

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Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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There is no quality product or service issues note currently.

TIMELINESS OF PERFORMANCE

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Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

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There are no timeliness or performance issues to note currently.

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Contractor responds very quickly to business technical and service inquiries and administrative and invoice process questions.

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COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

There have been no cost control complaints currently.

GENERAL COMMENTS

Comments

I am very pleased with the contractor performance currently.

Contract Renewal Evaluation Form

Date:	November 10, 2025
Department:	INFORMATION TECHNOLOGY
Contract Number:	25RFP1351128B-RT
Contract Title:	Countywide Audio-Visual Services and Systems – Summit Solutionz

Instructions:

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

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

This contract will provide products and services for the installation and maintenance of Fulton County audio visual systems. The installation performance of products, wiring, cabinetry, electrical and sound systems associated with the audio-visual needs for County agencies is regularly reviewed and evaluated.

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

☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

\$0.00 – 1st year

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

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

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

Explanation / Notes:

[Click here to enter text.](#)

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

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

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

The approval of this contract will allow necessary audio-visual systems operational/maintenance support, modernizing and refreshing technology.

Annette M. Wilson

November 10, 2025

Prepared by

Date

Kevin Kerrigan

November 10, 2025

Department Head

Date

Contract Renewal Evaluation Form

Date:	November 10, 2025
Department:	INFORMATION TECHNOLOGY
Contract Number:	25RFP1351128B-RT
Contract Title:	Countywide Audio-Visual Services and Systems – Summit Solutionz

Instructions:

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

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

This contract will provide products and services for the installation and maintenance of Fulton County audio visual systems. The installation performance of products, wiring, cabinetry, electrical and sound systems associated with the audio-visual needs for County agencies is regularly reviewed and evaluated.

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

☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

\$0.00 – 1st year

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

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

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

Explanation / Notes:

[Click here to enter text.](#)

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

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

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

The approval of this contract will allow necessary audio-visual systems operational/maintenance support, modernizing and refreshing technology.

Annette M. Wilson

November 10, 2025

Prepared by

Date

Kevin Kerrigan

November 10, 2025

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0925

Meeting Date: 12/3/2025

Department

External Affairs

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

Request approval to renew existing contracts - Department of External Affairs, 23RFP139170A-CJC, Communication and Engagement Services, in the amount of \$407,875.00 with AVA TopRight, LLC (Atlanta, GA) to provide communication and engagement services. This action exercises the second of three renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This contract will provide communication and engagement services.

Scope of Work: The firm will be responsible for Communications and Engagement support to support major Fulton County initiatives, including justice / public safety and health / human services.

Community Impact: Public relations and communication services are provided on behalf of the Fulton County Board of Commissioners.

Department Recommendation: Recommend approval.

Project Implications: Greater public relations and communication services.

Community Issues/Concerns: There are no concerns.

Department Issues/Concerns: There are no concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0953	11/2/2023	\$407,875.00
1st Renewal	24-0891	1/29/2025	\$407,875.00
2nd Renewal			\$407,875.00
Total Revised Amount			\$1,223,625.00

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

Contract Value: \$407,875.00

Contract Value:

Prime Vendor: AVA Top Right, LLC

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$325,600.00 or 80.00%

Subcontractor: Cookery PR

Subcontractor Status: White Female Business Enterprise

Location: Atlanta, GA

County: Fulton County

Contract Value: \$81,400.00 or 20.00%

Total Contract Value: \$407,000.00 or 100.00%

Total Certified Value: \$81,400.00 or 20.00%

Exhibits Attached

Exhibit 1: Contract Renewal Form

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Performance Evaluation

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

Jessica Corbitt, Director, External Affairs, (404) 612-8303

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$407,875.00
Previous Adjustments: \$407,875.00
This Request: \$407,875.00
TOTAL: \$1,223,625.00

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

100-130-1305-1160: General Fund, External Affairs, Professional Services

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment: 00.00	Renewal/Extension Terms: O renewal option remains

Overall Contractor Performance Rating: 100**Would you select/recommend this vendor again?**

Yes

Report Period Start: 7/30/2025
Report Period End: 11/11/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: External Affairs

BID/RFP# NUMBER: 23RFP139170A-CJC

BID/RFP# TITLE: Communications & Engagement Services

ORIGINAL APPROVAL DATE: December 20, 2023

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 2 OF 3

NUMBER OF RENEWAL OPTIONS: One (1) Renewal Option Remains

RENEWAL AMOUNT: \$407,875.00

COMPANY'S NAME: NAME: AVA TopRight, LLC

ADDRESS: 1 Concourse Pkwy, #800

CITY: Atlanta

STATE: Georgia

ZIP: 30328

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on **BOC DATE:** _____ **BOC NUMBER:** _____].

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

AVA TopRight, LLC

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

**Judi Friedman
CEO**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Jessica Corbitt, Director
External Affairs**

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	Click here to enter a date.
Department:	Click here to enter text.
Contract Number:	Click here to enter text.
Contract Title:	Click here to enter text.

Instructions:

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

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

Click here to enter text.

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

☐ Internet search of pricing for same product or service:

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

Explanation / Notes:

Click here to enter text.

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

Click here to enter text.

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

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

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

Explanation / Notes:

Click here to enter text.

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

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

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

Click here to enter text.

Performance Evaluation Details

ID	E6
Project	Communication Services
Project Number	23RFP139170A-CJC
Supplier	AVA TopRight, LLC
Supplier Project Contact	Matthew Fasig (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	11/21/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/21/2025 05:19 PM EST
Completion Date	11/21/2025 05:19 PM EST
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Throughout the third quarter, the contractor continued to work with the Fulton County project team on updating deliverable drafts. The contractor continued to adhere to their schedule and to be responsive to Fulton County's requests for support.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0926

Meeting Date: 12/3/2025

Department

Behavioral Health and Development Disabilities

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

Request approval to renew existing contracts - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC, Fulton County Behavioral Health Network in the total amount not to exceed \$15,861,360.42 with (A) River Edge Behavioral Health Community Service Board (Macon, GA) in an amount not to exceed \$4,208,688.44, to provide Minority AIDS Initiative (MAI), Core Adult Outpatient - Center for Health & Rehabilitation, Permanent Supportive Housing (PSH), DUI - North Fulton Service Center, Center for Health & Rehabilitation & South Fulton Service Center, Misdemeanor Mental Health Court (MMC); (B) Chris 180, Inc. (Atlanta, GA) in an amount not to exceed \$3,855,412.74, to provide School Based Mental Health - 38 Fulton Schools, Text 4 Help, Core Child & Adolescent Outpatient - Adamsville & North Fulton, Clubhouse for Youth, Re-Entry - Fulton County Jail; (C) The Summit Counseling Center, Inc. (Johns Creek, GA) in an amount not to exceed \$1,422,666.35, to provide School Based Mental Health - 29 Fulton Schools; (D) Grady Memorial Hospital d/b/a Grady Health System (Grady) (Atlanta, GA) in an amount not to exceed \$3,177,290.10, to provide Core Adult Outpatient - North Fulton Service Center & South Fulton Service Center, Re-Entry (Women on the Rise), SRU - Fulton County Jail; (E) Health Connect America (HCA) d/b/a Georgia Hope (Woodstock, GA) in an amount not to exceed \$400,000.00, to provide Core Child & Adolescent Outpatient - Oak Hill; and (F) Step Up on Second Street, Inc. (Decatur, GA) in an amount not to exceed \$2,329,196.14, to provide Permanent Supportive Housing (250 units). This action exercises the third of nine renewal options. Six renewal options remain. Effective dates for contracts A, B, C, D, F: January 1, 2026 through December 31, 2026. Effective dates for contract E: January 1, 2026 through June 30, 2026.

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

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

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

Health and Human Services

Commission Districts Affected

- All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐

District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: This contract establishes a provider network by categorizing the various levels of services to afford an opportunity for multiple providers to engage within our continuum of care to help the County drive towards its purpose: to increase access to behavioral health services, establish a County-wide provider network, and strengthen the experience of clients seeking behavioral health services from Fulton County. Services under this contract will include a full array of mental health & substance use disorder treatment for children, and adolescents, evidenced based, outcome driven with the ability to deliver culturally competent care to all County residents. Based on Fulton County's population, services should include considerations for special populations, including individuals who are justice-involved youth. In addition to these critical services, the County desires to drive effective care coordination across its contracted network of providers, with a particular focus on individuals demonstrating elevated risk and/or transitioning between challenging environments.

Scope of Work: Attached.

Community Impact: Provide community mental health and substance abuse services to individuals within Fulton County.

Department Recommendation: Recommend the approval.

Project Implications: None

Community Issues/Concerns: none

Department Issues/Concerns: None

Contract Modification:**(a) River Edge Behavioral Health Community Service Board**

CURRENT CONTRACT HISTORY	BOC ITEM	BOC DATE	DOLLAR AMOUNT
Original Award Amount	22-0827	11/02/2022	\$4,170,754.27
1st Renewal	23-0946	12/20/2023	\$4,208,688.44
2 nd Renewal	24-0737	11/6/2024	\$4,208,688.44
3rd Renewal			\$4,676,798.09
Total Revised Amount			\$17,264,929.24

(B) Chris 180, Inc

CURRENT CONTRACT HISTORYBOC ITEMBOC DATEDOLLAR AMOUNT			
Original Award Amount	22-0827	11/02/2022	\$3,587,901.04
1st Renewal	23-0946	12/20/2023	\$3,587,901.04
2 nd Renewal	24-0737	11/6/2024	\$4,862,424.68
3rd Renewal			\$3,855,412.74
Total Revised Amount			\$15,893,639.50

(C) The Summit Counseling Center, Inc.

CURRENT CONTRACT HISTORYBOC ITEMBOC DATEDOLLAR AMOUNT			
Original Award Amount	22-0827	11/02/2022	\$924,054.53
1st Renewal	23-0946	12/20/2023	\$924,054.53
2 nd Renewal	24-0737	11/6/2024	\$988,738.35
3rd Renewal			\$1,422,666.35
Total Revised Amount			\$4,259,513.76

(D) Grady Memorial Hospital d/b/a Grady Health System (Grady)

CURRENT CONTRACT HISTORY	BOC ITEM	BOC DATE	DOLLAR AMOUNT
Original Award Amount	22-0827	11/02/2022	\$2,969,430.00
1st Renewal	23-0946	12/20/2023	\$2,969,430.00
2 nd Renewal	24-0737	11/6/2024	\$3,177,290.10
3rd Renewal			\$3,177,290.10
Total Revised Amount			\$12,293,440.20

(E) Health Connect America (HCA) d/b/a Georgia Hope

CURRENT CONTRACT HISTORYBOC ITEMBOC DATEDOLLAR AMOUNT			
Original Award Amount	22-0827	11/02/2022	\$800,000.00
1st Renewal	23-0946	12/20/2023	\$800,000.00
2 nd Renewal	24-0737	11/6/2024	\$800,000.00
3rd Renewal			\$400,000.00
Total Revised Amount			\$2,800,000.00

(F) Step Up on Second Street, Inc.

CURRENT CONTRACT HISTORYBOC ITEMBOC DATEDOLLAR AMOUNT			
Original Award Amount	22-0827	11/02/2022	\$935,113.96
1st Renewal	23-0946	12/20/2023	\$873,336.96
2 nd Renewal	24-0737	11/6/2024	\$934,470.55
3rd Renewal			\$2,329,196.14
Total Revised Amount			\$5,072,117.61

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value: \$15,861,360.42****(A)**

Contract Value: \$4,676,798.09
Prime Vendor: River Edge
Prime Status: Non-Profit
Location: Macon, Georgia
County: Bibb County
Prime Value: \$4,676,798.09 or 100.00%

Total Contract Value: \$4,676,798.09 or 100.00%**Total Non-Profit Value: \$4,676,798.09 or 100.00%****(B)**

Contract Value: \$3,855,412.74
Prime Vendor: Chris 180
Prime Status: Non-Profit
Location: Atlanta, Georgia
County: Fulton County
Prime Value: \$3,855,412.74 or 100.00%

Total Contract Value: \$3,855,412.74 or 100.00%**Total Non-Profit Value: \$3,855,412.74 or 100.00%****(C)**

Contract Value: \$1,422,666.35
Prime Vendor: Summit Counseling
Prime Status: Non-Profit
Location: Johns Creek, Georgia
County: Fulton County
Prime Value: \$1,422,666.35 or 100.00%

Total Contract Value: \$1,422,666.35 or 100.00%
Total Non-Profit Value: \$1,422,666.35 or 100.00%

(D)

Contract Value: \$3,177,290.10
Prime Vendor: Grady Memorial Hospital/dba
Grady Health System
Prime Status: Tier2 +Provider (O.C.G.A)
Location: Atlanta, Georgia
County: Fulton County
Prime Value: \$3,177,290.10 or 100.00%

Total Contract Value: \$3,177,290.10 or 100.00%
Total Certified Value: \$0.00 or 100.00%

(E)

Contract Value: \$400,000.00
Prime Vendor: Health Connect America (HCA) dba Georgia Hope
Prime Status: Non-Profit
Location: Woodstock, Georgia
County: Fulton County
Prime Value: \$400,000.00 or 100.00%

Total Contract Value: \$400,000.00 or 100.00%
Total Non-Profit Value: \$400,000.00 or 100.00%

(F)

Contract Value: \$2,329,196.14
Prime Vendor: Step Up on Second Street, Inc.,
Prime Status: Non-Profit
Location: Decatur, Georgia
County: DeKalb County
Prime Value: \$2,329,196.14 or 100.00%

Total Contract Value: \$2,329,196.14 or 100.00%
Total Non-Profit Value: \$2,329,196.14 or 100.00%

Grand Contract Value: \$15,861,360.42 or 100.00

Exhibits Attached

Exhibit 1: Contract Renewal Agreements
Exhibit 2: Performance Evaluations
Exhibit 3: Contract Renewal Evaluation Form

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

Ashley Edwards, Executive Assistant, Behavioral Health & Developmental Disabilities 404-316-4901

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$13,387,253.76
Previous Adjustments: \$27,022,008.05
This Request: \$15,861,360.42
TOTAL: \$56,270,622.27

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

100-755-8231-1160: General Fund, BHDD, Professional Services- \$10,183,281.33

Funding Line 2:

100-755-8258-1160: General Fund, BHDD, Professional Services - \$4,833,734.09

Funding Line 3:

461-755-CY26-1160: Grants, BHDD, Professional Services - \$400,000.00

Funding Line 4:

461-755-EDA2-1160: Grants, BHDD, Professional Services - \$444,345.00

Key Contract Terms	
Start Date 01/01/2026	End Date for Contracts: A, B, D, F 12/31/2026
	End Date for Contract: E 6/30/2026

Cost Adjustment:	Renewal/Extension Terms: Si renewal options remain
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Overall Contractor Performance Rating:

- A) River Edge Behavioral Health Community Service Board
- B) Chris 180, Inc.
- C) The Summit Counseling Center, Inc.
- D) Grady Memorial Hospital d/b/a Grady Health System (Grady)
- E) Health Connect America (HCA) d/b/a Georgia Hope
- F) Step Up on Second Street, Inc.

Would you select/recommend this vendor again?

Yes

Report Period Start: **Report Period End:**



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health, Developmental Disabilities & Addictive

BID/RFP# NUMBER: 22RFP038A-CJC(A)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2026 - December 31, 2026

RENEWAL OPTION #: 3 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$4,676,798.09

COMPANY'S NAME: River Edge Behavioral Health

ADDRESS: 175 Emery Highway

CITY: Macon

STATE: GA

ZIP: 31217

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

RIVER EDGE BEHAVIORAL HEALTH

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

**Cass Hatcher
Chief Executive Officer**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**LaTrina Foster, Director
Department of Behavioral Health,
Developmental Disabilities & Addictive**

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation

Project Details

Notification Email	Default
Additional Recipients	N/A
Include notification issuer as an additional recipient	N/A
Project Name	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC (A)
Supplier	River Edge Behavioral Health
Supplier Project Contact	River Edge Behavioral Health (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	10/14/2025

Performance Evaluation Details

ID	E8
Evaluation Score	79
Evaluation Type	Formal
Publication Date	10/14/2025 01:10 PM EDT
Published By	Phyllis Leverett

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

The provider is delivering services in alignment with the contract and is on track to meet or exceed KPIs, including client volume targets. Invoices are submitted timely and are generally accurate, with no overspending or unjustified expenses. While the quality of work meets expectations based on reports and performance data, operational issues continue to impact client experience. These include delays in scheduling, unresolved records requests, and customer service concerns at the front desk—exacerbated by an unprofessional setup that impedes access. The provider remains responsive to the department, but the recurring operational concerns suggest a need for stronger oversight and internal corrective measures. In summary, the provider is meeting core contractual obligations, but immediate attention is needed to address service accessibility and customer-facing issues to ensure consistent quality of care.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Yes, the provider is on schedule to meet or exceed the established KPIs, including the targeted number of clients served. Current performance data reflects consistent progress toward meeting contractual goals.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Yes, the provider is meeting percentage-based KPIs that measure outcomes and impact. Reports are submitted on time and are generally free of errors, supporting accurate and reliable performance monitoring.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Yes, the provider consistently responds to DBHDD requests in a timely manner. They demonstrate cooperation with End Users and actively engage in Marketing and Outreach efforts, including promptly responding to requests to participate in events.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

The provider currently has no active Corrective Action Plans (CAPs) and is performing satisfactorily overall. However, ongoing challenges with front office staff and timely processing of medical record requests continue to impact operations and require focused attention for improvement.

GENERAL COMMENTS

Comments

Not Specified



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health, Developmental Disabilities & Addictive

BID/RFP# NUMBER: 22RFP038A-CJC(B)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2026 - December 31, 2026

RENEWAL OPTION #: 3 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$3,855,412.74

COMPANY'S NAME: CHRIS 180

ADDRESS: 1030 Fayetteville Road SE

CITY: Atlanta

STATE: GA

ZIP: 30316

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

CHRIS180

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

**Kathy Colbenson
Executive Director**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**LaTrina Foster, Director
Department of Behavioral Health,
Developmental Disabilities & Addictive**

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E8
Project	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC(B)
Supplier	CHRIS180
Supplier Project Contact	Rick Aranson (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/03/2025 to 10/02/2025
Effective Date	10/14/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/14/2025 11:55 AM EDT
Completion Date	10/14/2025 11:55 AM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

The provider is generally fulfilling the services outlined in the contract, with programmatic expectations being met and service delivery aligning with the established framework. While the provider has achieved the benchmark for customer satisfaction scores, the number of completed surveys does not represent a statistically meaningful sample of the clients served, limiting the reliability of this data. Reports and invoices submitted continue to contain errors and often require revisions to ensure data reconciliation prior to final submission, which has impacted administrative efficiency. On a positive note, the provider has demonstrated a strong commitment to community engagement by proactively volunteering for outreach activities. However, the youth diversion program has encountered significant challenges, particularly related to programming structure and implementation, which require focused attention and corrective action to ensure alignment with intended outcomes.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Provider is on schedule to meet/exceed KPIs in regard to clients served.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

The provider is currently submitting reports in alignment with the required schedule; however, the reports consistently contain errors that compromise data accuracy and require follow-up revisions. However, the quality of services based on customer satisfaction scores exceed benchmark.

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

The provider has been responsive to requests made by DBHDD, consistently replying within the expected timeframes. They have demonstrated a cooperative and collaborative approach when working with End Users and have maintained positive working relationships across stakeholders.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

There are no active Corrective Action Plans (CAPs) in place for the provider at this time. The provider has maintained open and timely communication with the department regarding any issues or incidents, ensuring transparency and real-time reporting.

GENERAL COMMENTS

Comments

Not Specified



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health, Developmental Disabilities & Addictive

BID/RFP# NUMBER: 22RFP038A-CJC(C)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2026 - December 31, 2026

RENEWAL OPTION #: 3 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$1,422,666.35

COMPANY'S NAME: The Summit Counseling Center

ADDRESS: 2750 Old Alabama Road

CITY: Johns Creek

STATE: GA

ZIP: 30022

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

THE SUMMIT COUNSELING CENTER

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

**David M. Smith, LPC, CPCS
Executive Director**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**LaTrina Foster, Director
Department of Behavioral Health,
Developmental Disabilities & Addictive**

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E8
Project	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC (C)
Supplier	The Summit Counseling Center
Supplier Project Contact	David Smith (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	10/14/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/14/2025 01:39 PM EDT
Completion Date	10/14/2025 01:39 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Provider completely understands the contract including deliverables and risks. Summit has never needed to have a corrective action plan, and staff are always responsive based upon the needs or requests from DBHDD. There have not been any issues with project management.

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

Provider is on schedule to meet key performance indicators for this quarter. However, there still needs to be an increase in the number of randomized customer satisfaction surveys completed and submitted.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Based upon the responses from the customer satisfaction surveys, the provider exceeds in terms of quality and standard of care. Reports are always timely, however guidance is provided from time to time for revisions or changes.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Communication is always timely, relevant and response driven. Leadership is always responsive as well and if there will be an absence, DBHDD is notified as needed. Appropriate actions are taken as needed.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

There have not been any compliance issues to date with the contract or documents. Provider has developed a good working relationship with the school district as well as with DBHDD and works within the contractual obligations.

GENERAL COMMENTS

Comments

Not Specified



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health, Developmental Disabilities & Addictive

BID/RFP# NUMBER: 22RFP038A-CJC(D)

BID/RFP# TITLE: Fulton County Behavioral Health Network - Operation and Management
of Behavioral Health Crisis Center

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2026 - December 31, 2026

RENEWAL OPTION #: 3 OF 8

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$16,122,822.10

COMPANY'S NAME: Grady Health System

ADDRESS: 80 Jesse Hill Jr. Drive

CITY: Atlanta

STATE: GA

ZIP: 30307

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

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



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

GRADY HEALTH SYSTEM

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

**John M. Hauptert
Chief Executive Officer**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**LaTrina Foster, Director
Department of Behavioral Health,
Developmental Disabilities & Addictive**

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E2
Project	Fulton County Behavioral Health Network (BHCC)
Project Number	22RFP038A-CJC
Supplier	Grady Health System
Supplier Project Contact	David G Noble (preferred language: English)
Performance Program	Professional Services
Evaluation Period	09/07/2025 to 10/06/2025
Effective Date	10/14/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/14/2025 01:50 PM EDT
Completion Date	10/14/2025 01:50 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

The provider is meeting the scope of work as outlined in the contract, with services being delivered consistently and in alignment with programmatic expectations. They remain on schedule to meet or exceed KPIs, with steady client engagement and improvements in data access underway. Invoicing is timely and accurate, with no indications of overspending or unjustified expenses. Quality of work is supported by strong client satisfaction scores and ongoing monitoring. Risk is being managed effectively through incident reporting, appropriate staff response, and efforts to address gaps in coordination with external partners such as EMS and law enforcement. Issues are being handled proactively and internally, with clear plans in place to address concerns and improve processes.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Yes, they are on schedule to meet and potentially exceed the KPIs, including the number of clients served.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Yes, they are meeting the percentage KPIs, with submitted reports being timely and free of errors.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Yes, the provider responds to the department's requests in a timely manner, demonstrates consistent cooperation with End Users, and actively participates in marketing, outreach, and event-related initiatives as requested.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

Yes, the provider is now on track with timely entry into the state's incident reporting system following previous delays related to seclusion and restraint documentation. A Corrective Action Plan (CAP) was implemented and executed, and they are currently in compliance. Issues are being communicated to DBHDD in real time.

GENERAL COMMENTS

Comments

Not Specified



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health, Developmental Disabilities & Addictive

BID/RFP# NUMBER: 22RFP038A-CJC(E)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2026 - June 30, 2026

RENEWAL OPTION #: 3 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$400,000.00

COMPANY'S NAME: Health Connect America (HCA) dba Georgia Hope

ADDRESS: 508 Autumn Springs Court, Suite 2A

CITY: Franklin

STATE: TN

ZIP: 37067

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**HEALTH CONNECT AMERICA (HCA)
D/B/A GEORGIA HOPE**

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

**Nikki Raymond
Chief Executive Officer**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**LaTrina Foster, Director
Department of Behavioral Health &
Developmental Disabilities**

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E8
Project	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC(E)
Supplier	Health Connect America
Supplier Project Contact	Patricia Mowry (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/03/2025 to 10/02/2025
Effective Date	11/06/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/06/2025 05:05 PM EST
Completion Date	11/06/2025 05:05 PM EST
Evaluation Score	62

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

GA Hope continues to provide services as outlined in the contract; however, they are not on track to meet key performance indicators. The number of clients served remains below target, and submitted data reports have contained multiple errors requiring correction and resubmission, delaying accurate performance tracking. Invoices are submitted timely and are accurate, with no overspending or unjustified expenses identified. Fiscal management is satisfactory, and communication with the department regarding financial matters is consistent. While core services are being delivered, the quality of reporting and data accuracy need improvement. Internal review processes should be strengthened to ensure data reliability and alignment with contract deliverables. Overall, GA Hope meets contractual and fiscal requirements but requires significant improvement in performance reporting, data quality, and KPI attainment to ensure full compliance and effectiveness.

SCHEDULE

10/20

Rating

Needs Improvement: Schedule slippage but some effort made by Consultant to achieve timelines. Minor issues with monitoring and forecasting.

Comments

GA Hope is not on schedule to meet or exceed its key performance indicators. The agency's target of serving 2,000 clients for the current reporting period will not be achieved based on current performance trends.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

10/20

Rating

Needs Improvement: Above average number of issues with deliverables; re-submission of reports and/or deliverables may have been necessary.

Comments

GA Hope is not meeting the percentage-based KPIs related to program outcomes and impact. Current data indicates performance levels below required benchmarks, and progress toward these targets remains limited. While the agency is submitting reports on time, the submissions have contained multiple data errors and inconsistencies, requiring corrections and resubmission. These issues have delayed effective performance evaluation and hindered the ability to assess true program impact. However, GA Hope has demonstrated a commitment to making necessary improvements. The agency has been responsive to feedback and is taking steps to strengthen internal data review processes and enhance reporting accuracy, showing a willingness to improve overall performance and accountability.

COMMUNICATIONS AND CO-OPERATION

14/20

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments

GA Hope responds to department requests in a timely manner and maintains good cooperation with End Users. The agency participates in marketing and outreach efforts and is responsive to invitations to engage in department-sponsored events, demonstrating a continued commitment to collaboration and community engagement.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

GA Hope currently has no Corrective Action Plans (CAPs) in place. The agency communicates issues with the department in real time and demonstrates transparency in reporting and resolving concerns. As no CAPs have been required, there are no pending actions, and previous issues have been addressed appropriately and in a timely manner.

GENERAL COMMENTS
Comments

Not Specified



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health, Developmental Disabilities & Addictive

BID/RFP# NUMBER: 22RFP038A-CJC(F)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2026 - December 31, 2026

RENEWAL OPTION #: 3 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$2,329,196.14

COMPANY'S NAME: Step Up on Second Street, Inc.

ADDRESS: 1989 Williamsburg Drive, Suite D

CITY: Decatur

STATE: GA

ZIP: 30303

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**STEP UP ON SECOND STREET,
INC.**

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

**Tod Lipka
CEO and President**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**LaTrina Foster, Director
Department of Behavioral Health,
Developmental Disabilities & Addictive**

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E7
Project	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC (F)
Supplier	Step Up on Second Street, Inc.
Supplier Project Contact	Sharon Collins (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	10/14/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/14/2025 02:00 PM EDT
Completion Date	10/14/2025 02:00 PM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Step Up demonstrates a strong understanding of the contract requirements and consistently meets or exceeds deliverable expectations. The provider exhibits excellent adaptability and professionalism, effectively managing unforeseen challenges while maintaining service quality. They are proactive, collaborative, and consistently operate as a valued partner in achieving program goals. Step Up continues to be a reliable and responsive agency, contributing significantly to the success of Fulton County's initiatives.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Step Up demonstrates a strong understanding of contract requirements and remains on track to meet the number of clients served. The provider consistently maintains a CSS above the benchmark and effectively manages unforeseen challenges. While housing retention can improve, this reflects the nature of the work. Step Up continues to be a reliable and collaborative partner.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

The provider consistently submits reports on time with minimal to no errors and demonstrates strong attention to detail. They effectively track progress toward contractual goals and routinely meet or exceed key performance indicators (KPIs).

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

The provider communicates effectively and collaborates well with Fulton County staff and partners. They proactively share updates, address issues, and highlight successes in a timely manner. While participation in County-led outreach events could improve, their overall engagement and transparency exceed expectations.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Overall compliance is outstanding. The provider has never required a corrective action plan and consistently makes prompt adjustments when requested. Their responsiveness and commitment to meeting contractual and regulatory standards are exemplary.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0927

Meeting Date: 12/3/2025

Department

Sheriff

Requested Action

Request approval to renew an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare of Fulton County, LLC (Birmingham, AL) in an amount not to exceed \$38,521,149.72 to provide physical and mental health services to inmates at the Fulton County Jail and other locations and an estimated not to exceed amount of \$6,600,000.00 for annual medication pass through costs for a total not to exceed amount of \$45,121,149.72. This action exercises the eighth of nine renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

Requirement for Board Action

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

Strategic Priority Area related to this item

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?

Yes

Summary & Background

Scope of Work: This contract provides comprehensive correctional physical and mental health services to inmates at the Fulton County Jail, Marietta Annex, South Fulton Municipal Regional Jail, and any other jail facility as determined by the Fulton County Sheriff's Office

Community Impact: There is no community impact.

Department Recommendation: The Sheriff's Office recommends approval

Project Implications: There are no project implication

Community Issues/Concerns: None of the knowledge of the Sheriff's Office

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-0934	11/15/2017	\$20,730,349.08
Amendment No. 1	18-1006	12/19/2018	\$0.00
1st Renewal	18-1006	12/19/2018	\$21,559,563.04
Amendment No. 2	19-0610	8/7/2019	\$440,157.73
2 nd Renewal	19-0839	10/16/2019	\$24,181,655.29
3 rd Renewal	20-0743	10/21/2020	\$25,131,315.19
4 th Renewal	21-0955	12/1/2021	\$26,118,961.49
5 th Renewal	22-0675	9/21/2022	\$27,146,113.64
Amendment No. 3	23-0381	6/7/2023	\$4,786,187.20
Amendment No. 4	23-0830	11/15/2023	\$1,200,394.20
6 th Renewal	23-0831	11/15/2023	\$33,791,785.73
Medical Passthrough			5,500,000.00
7 th Renewal	24-0745	11/6/2024	\$35,143,457.16
Medical Passthrough			\$6,000,000.00
Amendment No. 5	25-0471	6/18/2025	\$948,060.00
8th Renewal			\$38,521,149.72
Medical Passthrough			\$6,600,000.00
Total Revised Amount			\$277,799,149.47

Contract & Compliance Information

Contract Value: \$38,521,149.72

Prime Vendor: NaphCare
Prime Status: Non-Minority
Location: Birmingham, AL
County: Jefferson County

Prime Value: \$37,215,282.74 or 96.61%

Subcontractor: CharDonnay Dialysis, Inc.
Subcontractor Status: White Female Business Enterprise
Location: Danville, IL
County: Vermillion County
Contract Value: \$192,605.75 or 0.50%

Subcontractor: Bio-Reference Laboratories, Inc.
Subcontractor Status: Non-Minority
Location: Elmwood Park, NJ
County: Passaic County
Contract Value: \$600,929.94 or 1.56%

Subcontractor: Global Diagnostic
Subcontractor Status: African American Male Business
Location: Conyers, GA
County: Rockdale County
Contract Value: \$500,774.95 or 1.30%

Subcontractor: Institutional Eye Care
Subcontractor Status: Non-Minority
Location: Lewisburg, PA
County: Union County
Contract Value: \$11,556.34 or 0.03%

Total Contract Value: \$38,521,149.72 or 100.00%
Total Certified Value: \$693,380.69 or 1.80%

Exhibits Attached

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Performance Evaluation

Contact Information

Monica Jones, Financial Director, Sheriff's Office, 404-612-6011

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$20,730,349.08
Previous Adjustments: \$211,947,650.67
This Request: \$45,121,149.72
TOTAL: \$277,799,149.40

Grant Information Summary

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

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

100-330-3302-1158: General Fund, Sheriff's Office, Medical Services - \$45,121,149.72 (Pending BOC approval of FY2026 Budget)

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment: N/A	Renewal/Extension Terms: O renewal option remains

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2025	Report Period End: 3/31/2025
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: SHERIFF

BID/RFP# NUMBER: 17RFP07012016B-BR

BID/RFP# TITLE: INMATE MEDICAL SERVICES

ORIGINAL APPROVAL DATE: 11/15/2017

RENEWAL EFFECTIVE DATES: January 1, 2026 to December 31, 2026

RENEWAL OPTION #: 8 OF 9

NUMBER OF RENEWAL OPTIONS: 1

RENEWAL AMOUNT: \$45,121,149.72

COMPANY'S NAME: NAME: NaphCare of Fulton County, LLC

ADDRESS: 2090 Columbiana Road, Suite 4000

CITY: Birmingham

STATE: Alabama

ZIP: 35126

This Renewal Agreement No. 8 was approved by the Fulton County Board of Commissioners on **BOC DATE:** _____ **NUMBER:** _____.

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

**NAPHCARE OF FULTON COUNTY,
LLC.**

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

**Bradford T. McLane
Chief Executive Officer**

ATTEST:

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

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Patrick "Pat" Labat, Sheriff
Fulton County Sheriff's Office**

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

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E9
Project	Inmate Medical Services
Project Number	17RFP07012016B-BR
Supplier	NaphCare
Supplier Project Contact	Paul Britt (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	04/03/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/03/2025 03:19 PM EDT
Completion Date	04/03/2025 03:19 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Very proactive in assisting with consent decree requirements as evidenced by sending a contract amendment with an updated staffing matrix designed to meet requirements of the consent decree.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

Minimal staffing not maintained per contract.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Very proactive in assisting with consent decree requirements, including sending a contract amendment with an updated staffing matrix designed to meet requirements of the consent decree.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0928

Meeting Date: 12/3/2025

Department

Finance

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

Discussion: FY2026 Proposed Operating Budget.

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

No action necessary at this time. Floor is open for discussion.

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

Discussion of FY2026 Proposed Operating Budget by the Board of Commissioners.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0929

Meeting Date: 12/3/2025

Department

Registration & Elections

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

Request approval to increase spending authority - Registration & Elections, SWC# 99999-001-SPD0000136, Temporary Staffing Services - Clerical & Light in the amount of \$352,000.00 with Abacus Corporation (Morrow, GA) to cover the cost of additional work hours and staffing to conduct the Senate District 35 election, which was not included in the original 2025 election calendar, additional spending authority is requested in the event expenses exceed the original allocation. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department request approval to increase spending authority due to additional work hours and staffing to conduct the Senate District 35 elections, which was not included in the original 2025 election calendar, additional spending authority is requested in case expenses exceed the original allocation.

Scope of Work: The statewide contract will provide supplemental staffing services to prepare and conduct the above-mentioned scheduled elections. To successfully conduct an election, the Registration and Elections Department will need to hire supplemental staffing and poll workers. The County is not equipped to manage that workload of recruiting and hiring the mass amount. Thus, it is essential to contract these services to a professional recruitment vendor, to meet the necessary volume of staff for each election. See "Exhibit 2: Pricing" for budget details

Community Impact: It will have a negative effect on the community, if the voter registration and elections' process is not handled efficiently due to shortage of staff for all areas needed to conduct a countywide election.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval will provide temporary staffing services to ensure the Department adheres to state election laws

Community Issues/Concerns: Early Voting and Election Day poll locations may not properly staff.

Department Issues/Concerns: Supplemental staff will assist with preparation and conduct of all elections. If the statewide contract is not approved, the Department may not be able to meet state mandated deadlines.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0468	6/18/2025	\$5,824,388.00
Increase Spending Authority	25-0751	10/01/2025	\$180,000.00
Increase Spending Authority			\$352,000.00
Total Revised Amount			\$6,356,388.00

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

Total Contract Value: \$352,000.00

Contract Value: \$ 352,000.00
Prime Vendor: Abacus Corporation
Prime Status: Non-Minority
Location: Morrow, GA
County: Clayton County
Prime Value: \$352,000.00 or 100.00%
Subcontractor: None

Total Contract Value: \$352,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached:

Exhibit 1: Abacus Statewide Contract

Exhibit 2: Pricing

Exhibit 3: Amendment No. 2 to Form

Contact Information

Nadine Williams, Director, Registration and Elections, 404-612-7020

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$5,824,388.00
Previous Adjustments:	\$ 180,000.00
This Request:	\$ 352,000.00
TOTAL:	\$6,356,388.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2653-1160: General, Registration & Elections, Professional Services - \$218,000.00

Funding Line 2:

100-265-2658-1160: General, Registration & Elections, Professional Services - \$134,000.00

Key Contract Terms

Agenda Item No.: 25-0929

Meeting Date: 12/3/2025

Start Date: Upon approval	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: N/A

Supplier Information Sheet

Statewide Contract Number	99999-SPD0000136-0006	NIGP Code	96269 (Please see additional NIGP Codes referenced)
Name of Contract	Temporary Staffing Services		
Effective Date	July 01, 2017	Expiration Date	June 30, 2026
Contract Table of Contents			
Vendors Awarded	9	Contract Information	MANDATORY CONTRACT
Contract Information for Vendor		Page Number	
<u>Abacus Corporation</u>		<u>2-3</u>	
<u>Regional Map</u>		<u>4-5</u>	
<u>Contract Renewals/Extensions/changes</u>		<u>6</u>	
<u>Contact Information</u>		<u>7</u>	



Vendor Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD0000136-0006
PeopleSoft Vendor Number	0000169020
Vendor Name & Address	
ABACUS CORPORATION – Corporate Headquarters 610 Gusryan Street Baltimore, MD 21224	
Contract Administrator	
Drew L. D'Avanzo dd@abacuscorporation.com Telephone: 410-252-2400 x 206 Fax: 410-633-1976 Mobile: 410-608-9654 http://www.abacuscorporation.com/	
Contact Details	
Ordering Information	Submitted via telephone and/or email using the preferred list below: Drew Davanzo – 410-608-9654 dd@abacuscorporation.com
Remitting Information	Abacus Corporation P.O. Box 37766 Baltimore, MD 21297-3766
Delivery Days	N/A
Discounts	N/A
Payment Terms	Net 30 Days

Vendor Information Sheet

Bid Offer includes	State and Local Government
Acceptable payment method	Vendor will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

Authorized Providers of Medical Care Personnel:

The following suppliers are authorized under the Temporary Staffing Services contract (99999-001-SPD0000136) to provide medical care personnel:

- Abacus Corporation
- Ark Temporary Staffing, LLC
- Dover Staffing
- Focus People, LLC
- InGenesis, Inc.
- Nitelines USA
- Shaga Consulting & Recruiting

Ineligible Providers:

The following suppliers are not authorized under the Temporary Staffing Services contract (99999-001-SPD0000136) to provide medical care personnel:

- Corporate Temps
- New World Employment



Region 1: 25 Counties / 8,261 Square Miles - Bartow (459.5), Butts (184.4), Carroll (499.1), Catoosa (162.2), Chattooga (313.3), Coweta (440.9), Dade (174.0), Fannin (389.7), Floyd (509.9), Gilmer (426.5), Gordon (355.8), Haralson (282.2), Heard (296.0), Lamar (183.5), Meriwether (501.2), Murray (344.5), Paulding (312.2), Pickens (232.1), Pike (216.1), Polk (310.3), Spalding (196.5), Troup (414.0), Upson (323.4), Walker (446.4), Whitfield (290.5)

Region 2: 39 Counties / 14,005 Square Miles - Banks (232.1), Barrow (160.3), Burke (827.0), Clarke (119.2), Columbia (290.1), Dawson (210.8), Elbert (351.1), Forsyth (224.0), Franklin (261.5), Glascock (143.7), Greene (387.4), Habersham (276.7), Hall (392.8), Hancock (471.8), Hart (232.4), Jackson (339.7), Jasper (368.2), Jefferson (526.5), Jenkins (347.3), Lincoln (210.4), Lumpkin (282.9), Madison (282.3), McDuffie (257.5), Morgan (347.4), Newton (272.2), Oconee (184.3), Oglethorpe (439.0), Rabun (370.0), Richmond (324.3), Screven (645.1), Stephens (179.1), Taliaferro (194.6), Towns (166.6), Union (321.9), Walton (325.7), Warren (284.3), Washington (678), White (241.3), Wilkes (447)

Region 3: 10 Counties / 2,974 Square Miles - Cherokee (421.7), Clayton (141.6), Cobb (339.6), DeKalb (267.6), Douglas (200.1), Fayette (194.3), Fulton (526.6), Gwinnett (430.4), Henry (322.1), Rockdale (129.8)

Region 4: 41 Counties / 14,664 Square Miles - Baker (341.9), Baldwin (257.8), Bibb (249.8), Calhoun (280.4), Chattahoochee (248.7), Clay (195.4), Colquitt (544.2), Crawford (324.9), Crisp (272.6), Decatur (597.1), Dooly (391.9), Dougherty (328.7), Early (512.6), Grady (454.5), Harris (463.9), Houston (375.5), Jones (393.9), Lee (355.8), Macon (400.6), Marion (366.0), Miller (282.4), Mitchell (512.1), Monroe (395.7), Muscogee (216.4), Peach (150.3), Pulaski (249.0), Putnam (344.6), Quitman (151.2), Randolph (428.2), Schley (166.9), Seminole (235.2), Stewart (458.7), Sumter (482.7), Talbot (391.4), Taylor (376.7), Terrell (335.4), Thomas (544.6), Twiggs (358.4), Webster (209.1), Wilkinson (447.3), Worth (570.7)

Region 5: 44 Counties / 18,976 Square Miles – Appling (507.1), Atkinson (339.4), Bacon (258.6), Ben Hill (250.1), Berrien (451.9), Bleckley (215.9), Brantley (442.4), Brooks (493.1), Bryan (436.0), Bulloch (672.8), Camden (613.0), Candler (243.0), Charlton (773.6), Chatham (426.4), Clinch (800.2), Coffee (575.1), Cook (227.2), Dodge (495.9), Echols (414.9), Effingham (447.7), Emanuel (680.6), Evans (182.9), Glynn (419.8), Irwin (354.3), Jeff Davis (330.7), Johnson (303.0), Lanier (185.3), Laurens (807.3), Liberty (489.8), Long (400.3), Lowndes (496.1), McIntosh (424.3), Montgomery (239.5), Pierce (316.5), Tattnall (479.4), Telfair (437.3), Tift (258.9), Toombs (364.0), Treutlen (199.4), Turner (285.4), Ware (892.5), Wayne (641.8), Wheeler (295.5), Wilcox (377.7)



Changes/Renewals/Extensions

Initial Term

Initial term of contract is July 1, 2017 to June 30, 2019 with three (3) one (1) year renewal options.

Amendment 1, Renewal #1

Expires 6/30/20

Amendment 2, Renewal #2 July 1, 2020 - June 30, 2021

Amendment 3, Renewal #3 July 1, 2021 - June 30, 2022

Amendment 4, Extension #1 July 1, 2022 - June 30, 2023

Amendment 5, Extension #2 July 1, 2023 - June 30, 2024

Amendment 6, Extension#3 July 1, 2024 - June 30, 2025

Amendment 7, Extension#4 July 1, 2025 - June 30, 2026

UPDATE:

EFFECTIVE DATE: 7/1/2021

Where the State agency seeks to change the status of an administrative temporary staffing resource, acquired under this Statewide contract, from temporary to permanent status, the following method shall be used to determine any applicable conversion fees due to the Statewide Contract supplier:

CONVERSION FEE: If prior to completing 520 hours of a work assignment, the contractor will convert to a full-time role, using a fee equal to 160 hours of the rate of pay.

Step 1: The temporary resource meets the administrative temporary staffing conversion requirements

Step 2: Please contact the Statewide Contract Supplier Contract Manager to complete the resource conversion fee process



Affordable Care Act Fee:

Contractor acknowledges the State's intent to take advantage of the Safe Harbor provision relevant to third-party employment arrangements between Applicable Large Employers and temporary staffing firms in compliance with the Code, rules, regulations and other official guidance, under which an offer of coverage by the temporary staffing firm is deemed an offer of healthcare coverage by User Agencies. Contractor further acknowledges that the fees a User Agency pays to Contractor include an additional fee attributable to those individuals with MEC. This additional fee shall be \$ 2.00 per Contractor's Employee per month of MEC, as indicated in Contractor's cost proposal as ACA Safe Harbor Provision Fee", and shall be designated "ACA Compliance Charge" (or similar) on Contractor's invoice. The ACA Compliance Charge may appear as an aggregate total in the last weekly invoice of the month. Each of Contractor's last weekly invoices to a User Agency shall identify the number of Contractor's Employees who provided services to the User Agency during any portion of the month, and separately identify the number of Contractor's Employees with MEC, if different. The invoice shall not designate Contractor's Employees subject to the ACA Compliance Charge by name. Any last weekly invoice of the month that does not reflect an additional fee as an ACA Compliance Charge shall constitute a representation that either none of Contractor's Employees were eligible for MEC or none were enrolled in Contractor's MEC plan

Abacus Temps for Senate 35 Special election

November 18, 2025 Temporary Staff budget

1160 SALARIES - TEMPORARY	# Temps	Costs
<u>Election Coordinators & Assistants - TEMP</u>		
Election Regional Coordinator 1	3	\$ 1,375.54
Election Regional Coordinator 2	7	\$ 4,484.09
Election Regional Coordinator 2-LEAD	1	\$ 732.10
Executive Assistant	1	\$ 495.69
Instructors	2	\$ 1,555.70
Class Assistants	2	\$ 488.06
Reconciliation	3	\$ 2,592.84
<u>VOTER EDUCATION / ADMIN - TEMP</u>		
Executive Assistant	1	\$ 1,143.90
Voter Education Officers	2	\$ 2,402.19
<u>SUPPLIES & LOGISTICS - TEMP</u>		
Courier - Fleet Coordinator	5	\$ 6,658.20
Couriers	10	\$ 11,713.50
AB Drop Box / Supply Couriers	2	\$ 5,729.34
<u>INFORMATION TECHNOLOGY - TEMPS</u>		
IT System Specialists- LEAD	3	\$ 3,420.26
IT System Specialists	8	\$ 8,724.14
Technicians- AV & ED	3	\$ 16,567.49
Executive Assistant	1	\$ 991.38
<u>REGISTRATION - TEMP</u>		
Front Office Specialists	1	\$ 823.61
Call Center	5	\$ 8,210.66
Data Entry Clerk	1	\$ 823.61
Courier- Mail Room	1	\$ 937.08
Quality Control	1	\$ 823.61
<u>ABSENTEE - TEMP</u>		
Absentee Specialists	8	\$ 13,909.82
Executive Assistant	1	\$ 1,830.24
Courier - Fleet Coordinator Mail Rm (VR/AB)	2	\$ 2,840.83
Courier- Mail Room	1	\$ 1,249.44
<u>ADVANCE VOTING LOCATIONS - TEMP</u>		
Adv Voting Trainer	1	\$ 254.20
Executive Assistant	1	\$ 1,334.55
Adv Voting Regional Coordinator 2-LEAD	1	\$ 1,601.46
Adv Voting Regional Coordinator 2	4	\$ 5,605.11
Advance Voting - Manager	3	\$ 16,618.96
Advance Voting - Asst. Mgr	6	\$ 28,902.54
Advance Voting -Clerks	16	\$ 62,746.73
Reserves - AV Clerk - Training	2	\$ 345.71
Total NOV Temps		\$ 217,932.58
		100-265-2653-1160

Abacus Temps for Senate 35 Special election

December 16, 2025 Temporary Staff budget

1160 SALARIES - TEMPORARY	# Temps	Costs
<u>Election Coordinators & Assistants - TEMP</u>		
Election Regional Coordinator 1	3 \$	1,375.54
Election Regional Coordinator 2	7 \$	4,484.09
Election Regional Coordinator 2-LEAD	1 \$	732.10
Executive Assistant	1 \$	495.69
Instructors	2 \$	1,555.70
Class Assistants	2 \$	488.06
Reconciliation	3 \$	2,592.84
<u>VOTER EDUCATION / ADMIN - TEMP</u>		
Executive Assistant	1 \$	533.82
Voter Education Officers	2 \$	1,121.02
<u>SUPPLIES & LOGISTICS - TEMP</u>		
Courier - Fleet Coordinator	5 \$	4,882.68
Couriers	10 \$	8,589.90
AB Drop Box / Supply Couriers	2 \$	2,794.80
<u>INFORMATION TECHNOLOGY - TEMPS</u>		
IT System Specialists- LEAD	3 \$	3,420.26
IT System Specialists	8 \$	8,724.14
Technicians- AV & ED	3 \$	8,829.00
Executive Assistant	1 \$	991.38
<u>REGISTRATION - TEMP</u>		
Front Office Specialists	1 \$	480.44
Call Center	5 \$	6,590.14
Data Entry Clerk	1 \$	480.44
Courier- Mail Room	1 \$	546.63
Quality Control	1 \$	480.44
<u>ABSENTEE - TEMP</u>		
Absentee Specialists	8 \$	6,665.12
Executive Assistant	1 \$	876.99
Courier - Fleet Coordinator Mail Rm (VR/AB)	2 \$	1,420.42
Courier- Mail Room	1 \$	624.72
<u>ADVANCE VOTING LOCATIONS - TEMP</u>		
Executive Assistant	1 \$	1,048.58
Adv Voting Regional Coordinator 2-LEAD	1 \$	1,258.29
Adv Voting Regional Coordinator 2	4 \$	4,404.02
Advance Voting - Manager	3 \$	9,230.32
Advance Voting - Asst. Mgr	6 \$	16,052.73
Advance Voting - Clerks	15 \$	31,519.21
Reserves - AV Clerk - Training	2 \$	345.71
<u>Total Run-off Temps</u>		
		\$ 133,635.21
		100-265-2658-1160
<u>Abacus Temps Grand Total</u>		
		\$ 351,567.79

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Abacus Corporation**

Contract No.: **24BID0604C-MH, 2024 TEMPORARY STAFFING SERVICES**

Address: **610 Gusryan Street**
City, State **Baltimore, MD 21224**

Telephone: **410-633-1900**

Email: **dd@abacusccorporation.com**

Contact: **Drew Davanzo**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Abacus Corporation to provide Temporary Staffing Services - Clerical & Light, BOC approved June 18, 2025, Item No. 25-0468, on behalf of the Registration & Elections Department; and

WHEREAS, the County wishes to amend the existing contract to provide Temporary Staffing Services - Clerical & Light in the additional amount of \$355,000 with to cover the cost of additional work hours and staffing to conduct the Senate District 35 election and runoff, which was not included in the original 2025 election calendar; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on _____, BOC Item no. 25-_____, and.

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

This Amendment No. 2 to Form of Contract is effective as of _____, 2025, between the County and Abacus Corporation, who agree that all Services specified will be performed in accordance with this Amendment No.2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** to provide Temporary Staffing Services - Clerical & Light in the additional amount of \$355,000.00 with to cover the cost of additional work hours and staffing to conduct the Senate District 35 election and runoff election, which was not included in the original 2025 election calendar.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$355,000 approved by BOC.
3. **LIABILITY OF COUNTY:** This Amendment No.2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO.1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

ABACUS CORPORATION

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Drew Davanzo

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Nadine Williams, Director
Registration & Elections

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0930

Meeting Date: 12/3/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed \$467,108.33 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the Fulton County Animal Services facility located at 1251 Fulton Industrial Blvd NW, Atlanta, GA 30336. Effective dates: January 1, 2026 through July 14, 2026.

Requirement for Board Action

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This statewide contract provides preventive and corrective maintenance services for the Fulton County Animal Services Facility located at 1251 Fulton Industrial Blvd NW, Atlanta, GA 30336 for FY2026.

DREAM is requesting this contract term to coincide with the current State contract term of January 1, 2026, through July 14, 2026, in the amount of \$467,108.33. We anticipate the State will have a new Facility Maintenance contract in place by July 15, 2026. At that time, DREAM will submit a new Agenda Item for BOC approval of statewide contract from July 15, 2026 through December 31, 2026

and for the remaining spending authority of \$351,364.67. The total requested 2026 budget for facility maintenance for Animal Services is \$818,473.00.

Scope of Work: The statewide contractor (facility maintenance) will be required to provide facility management and technical expertise to protect the new facility's capital investments and to effectively maintain the interior equipment, systems, and spaces in accordance with manufacturer/builder recommendations for the preventive maintenance as well as perform corrective maintenance (repairs) on an as-needed basis. The systems to be maintained include, but are not limited to, the following:

- Heating Ventilation and Air Conditioning systems (HVAC)
- Electrical Distribution Systems including emergency generators
- Plumbing and Sewer Systems
- Fire Alarm System
- Fire Sprinkler System
- Security System

The contractor provides a skilled workforce with the necessary qualifications, certifications, and experience to perform the requested services.

Staff onsite hours are defined as Monday-Friday 7AM-7PM and Saturday 7AM- 3PM. Sunday is an on-call basis only.

Community Impact: This service impacts the following Fulton County cities: Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, Union City.

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

This is a time and materials contract that requires covering the costs for replacement of parts/components and labor for maintenance repairs for the Fulton County Animal Services Facility.

DREAM's Greater Fulton Maintenance Division will collaborate and manage the facility maintenance responsibilities with the Statewide Contractor (CGL Facility Management, LLC).

Project Implications: This statewide contract allows the County to maintain and provide preventive and corrective maintenance services that ensure the optimum operation and performance of this County facility.

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

Department Issues/Concerns: If this statewide contract is not approved, there will be a delay in providing internal resources necessary to render adequate and timely maintenance service to this new Animal Services facility.

Contract Modification: This is a new request.

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: SWC#99999-001-SPD0000154-0001

Exhibit 2: Statewide Contract Extension

Exhibit 3: Performance Evaluation

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$467,108.33
TOTAL:	\$467,108.33

Fiscal Impact / Funding Source

Funding Line 1:

312-520-S210-1116: Contractual Services Animal Control, DREAM, Building Maintenance- \$467,108.33
"Subject to availability of funds adopted for FY2026 by BOC"

Key Contract Terms	
Start Date: 1/1/2026	End Date: 7/14/2026
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 85

Agenda Item No.: 25-0930

Meeting Date: 12/3/2025

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2025

Report Period End:
9/30/2025

Statewide Information Sheet

Statewide Contract Number	99999-001-SPD0000154-0001	NIGP Code	91001, 91060, 93625, 94155
Name of Contract	Facility Maintenance Solutions		
Effective Date	August 15, 2018	Expiration Date	July 14, 2025
Contract Table of Contents			
Suppliers Awarded	1	Contract Information:	Convenience Contract
Contract Information for Supplier			Page Number
<u>CGL Facility Management LLC</u>			2
Additional Contract Information			
<u>Contract Renewals/ Extensions/ Changes</u>			3
<u>General Contract Information/Ordering Instructions</u>			4
<u>Scope of Services</u>			5
<u>Rates for Technicians and Materials</u>			6
<u>DOAS Contact Information</u>			7

Vendor Name: CGL Facility Management, LLC

Contract Information			
Statewide Contract Number	Facility Maintenance Solutions		
Contract Name	99999-001- SPD0000154-0001		
PeopleSoft Vendor Number	0000176490	Location Code	000001
Vendor Name & Address			
<p>CGL Facility Management, LLC 1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349</p> <p>TIN: 26-795410</p>			
Contract Administrator			
<p>Name: Greg Westbrook Telephone: 678-381-6583 Email: gwestbrook@cglcompanies.com</p> <p>Web Links cglcompanies.com cglgastatewide.com</p>			
Contract Details			
1. Orders to be mailed to	See Contract Ordering Instructions		
2. Payments to be mailed to	1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349		
3. Shipping Information	NA		
4. Discounts	NA		
5. Payment Terms	Net 30 Days		
6. Acceptable Payment method	Purchase Order		

Contract Renewals/Extensions/Amendments

Base Term: 8/15/2018 – 7/14/2021

AMENDMENT 1 - RENEWAL 1: 07/15/2021 – 7/14/2022

AMENDMENT 2 - RENEWAL 2: 07/15/2022 - 7/14/2023

AMENDMENT 3 - RENEWAL 3: 07/15/2023- 7/14/2024

AMENDMENT 4 - RENEWAL 4: 07/15/2024 - 7/14/2025

Contract Ordering Instructions

Step 1: Agency should contact CGL to schedule a site visit.

Step 2: CGL will engage with Agency personnel to perform walkthroughs of facilities and obtain the required information from which to develop solution and a cost proposal. Typical information obtained during the site visits starts with an understanding of the desired services such as HVAC, plumbing, electrical, fire life safety equipment, elevators, pest control, landscaping, etc. Once this is understood, specific information will be obtained through request or during a visual inspection on the walkthrough.

Step 3: Within 7 to 14 days after completion of the site assessment visit, CGL will prepare and submit a fixed priced cost proposal using the information obtained during the site visit. The cost proposal will include cost for Facility Management, all Preventive/Scheduled Maintenance and resident staff that will be available to perform Corrective/Unscheduled Maintenance per the terms of the statewide contract. If a Computerized Maintenance Management System implementation is desired, a onetime start-up cost will be presented for this system.

Step 4: The Agency will reach final agreement on cost, terms, timeframe of any transition period and any other additional Agency Terms and Conditions through negotiations with CGL.

Step 5: Agency will submit a Purchase Order/Contract to CGL based on the agreed upon terms and conditions as a result of negotiations. CGL will create the Amendment documentation for the Statewide Contract and submit to the Agency for signature.

Scope of Services

This State-Wide Contract (SWC) is for preventive and corrective maintenance services to state agencies and other eligible contract users. Any contract established pursuant to this solicitation shall be for the convenience of state agencies, the University System of Georgia, city and county governments and local school systems and shall not be considered a mandatory source for such services. CGL Facility Management LLC is the supplier for this contract. For more details see the contract details/attachments. This is a non-catalog form contract.

For the full Scope of Services, please see “**Attachment B**”

Rates for Technicians and Materials

Category: Corrective/Unscheduled Maintenance			
SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
1	Chief Engineer	Hour	\$72.00
2	HVAC Technician	Hour	\$93.50
3	Electrical Technician	Hour	\$60.00
4	Electronics Technician	Hour	\$90.61
5	Fire Alarm Technician	Hour	\$90.61
6	Plumbing Technician	Hour	\$89.50
7	General Maintenance Tradesman	Hour	\$39.95
8	Generator Technician	Hour	\$95.00
9	Locksmith - Electronic	Hour	\$90.61
10	Locksmith - Mechanical	Hour	\$60.00
11	Welder	Hour	\$62.00
12	Fencing Technician	Hour	\$65.00
13	Specialty Kitchen Equipment	Hour	\$95.00
14	Groundskeeper/Landscaper	Hour	\$32.00
SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
15	Chief Engineer	Hour	\$108.00
16	HVAC Technician	Hour	\$140.25
17	Electrical Technician	Hour	\$90.00
18	Electronics Technician	Hour	\$135.92
19	Fire Alarm Technician	Hour	\$135.92
20	Plumbing Technician	Hour	\$134.25
21	General Maintenance Tradesman	Hour	\$59.93
22	Generator Technician	Hour	\$142.50
23	Locksmith - Electronic	Hour	\$135.92
24	Locksmith - Mechanical	Hour	\$90.00
25	Welder	Hour	\$93.00
26	Fencing Technician	Hour	\$97.50
27	Specialty Kitchen Equipment	Hour	\$142.50
28	Groundskeeper/Landscaper	Hour	\$48.00
SubCategory: Materials			
Line Item	Description of Supply/Service	Unit of Measure	Markup (%)
29	Corrective Maintenance Material Cost	Dollar	9.6%



DOAS contact information

Name: Thomas J. Nickson

Contract Management Specialist

Phone: 404-463-0218

email: Thomas.nickson@doas.ga.gov

Procurement Help Desk

Telephone: 404 -657-6000

Email: procurementhelp@doas.ga.gov



**CONTRACT AMENDMENT # 5
EXTENSION # 1**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	CGL FACILITY MANAGEMENT LLC
Contract No.:	99999-001-SPD0000154-0001
Solicitation Title/Event Name:	Facility Maintenance Solution
Contract Award Date:	8/15/2018
Current Contract Term:	7/15/2024 – 7/14/2025

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional twelve months as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	7/15/2025
End Date of New Contract Term:	7/14/2026

CONTRACT NUMBER: 99999-001-SPD0000154-0001

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional twelve months.

2. **PRICING.** This amendment includes a price increase of 3.8% price increase per the ECI adjustment. (See Exhibit A for Pricing)
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CGL Facility Management LLC
Authorized Signature:	<i>Ted Perry</i>
Printed Name and Title of Person Signing:	Ted Perry President CGL FM
Date:	4/09/2025
Company Address:	1903 Phoenix Boulevard Suite 250 Atlanta Ga. 30349

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/28/2025
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

Revised 7/1/15

SPD-CP010

Performance Evaluation Details

ID	E6
Project	Facility Maintenance
Project Number	SWC#99999-001-SPD0000154-0001 -
Supplier	CGL Companies
Supplier Project Contact	Jennifer Svoboda (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	10/30/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/30/2025 11:31 AM EDT
Completion Date	10/30/2025 11:31 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Numerous occasions in which CGL were called upon for their services and they delivered them with timely response and resolution.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Field reports continue to be on-time, accurate, and schedule.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

CGL continues to go above and beyond in delivering their services to Fulton County with professional and reliable resolution.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

CGL technicians are very knowledgeable and professional, and their communication with key DREAM personnel has been consistent and precise.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

CGL independently manages their contract with little to no supervision required by County staff and continue to respond to any requests in a prompt and professional manner. Invoices have been received with a little delay and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0931

Meeting Date: 12/3/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in the amount not to exceed \$428,860.50 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the Fulton County South Annex Jail located at 6500 Watson Street, Union City, GA 30291. Effective dates: January 1, 2026 through July 14, 2026.

Requirement for Board Action

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Requesting approval to utilize the statewide contract #99999-001-SPD0000154-0001, Facility Maintenance Solution to provide continued comprehensive operation, preventive, and corrective maintenance services specifically at the South Annex Jail.

DREAM is making this request to coincide with the current state contract that expires July 14, 2026 (see Exhibit 1). We anticipate the State will have a new Facility Maintenance contract in place by July 15, 2026. DREAM will submit a new Agenda Item at that time for BOC approval of statewide contract for the remaining 6 months of the year, from July 15, 2026 through December 31, 2026.

Scope of Work: This contract will provide preventive/scheduled and corrective/ unscheduled maintenance services for the Fulton County South Annex Jail.

Specific maintenance services include, but not limited to:

Facility management; building envelope and structure; site utilities and distribution systems; central utility plant; hot and chilled water systems; natural and LP gas distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; low voltage systems; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS); emergency generator; security and alarm systems; fire alarm, fire sprinkler, and fire suppression; water towers; kitchen and laundry equipment; pest control; swimming pool; fume hoods and grounds/landscape.

Community Impact: This effort is necessary for the County to have continuous preventive/corrective maintenance services.

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

This is a time and materials contract that requires covering the costs for replacement of parts/components and labor for corrective maintenance repairs.

DREAM's Jail Maintenance Division will collaborate and manage the facility maintenance responsibilities with the Statewide Contractor (CGL Facility Management, LLC).

Project Implications: The intent of this contract is to ensure the safety and security of County staff, visitors, and inmates through a well-designed and organized comprehensive maintenance program. The County requires the efficient operation of the South Annex Jail to preserve building assets in such a manner as to extend their useful life expectancy.

Community Issues/Concerns: This effort is necessary to prevent the County from lacking continuous preventive/corrective maintenance services.

Department Issues/Concerns: If this statewide contract is not approved, the County does not have the internal resources to provide comprehensive and timely maintenance services to the South Annex Jail.

Contract Modification: This is a new request

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: SWC#99999-001-SPD0000154-0001

Exhibit 2: Contractor's Performance Report

Exhibit 3: Cooperative Purchasing Justification and Approval Form**Contact Information**

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$428,860.50
TOTAL: \$428,860.50

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

100-520-5224-1160: General, Real Estate and Asset Management, Professional Services- \$428,860.50
"Subject to availability of funds adopted for FY2026 by BOC"

Key Contract Terms	
Start Date: 1/1/2026	End Date: 7/14/2026
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start: 7/1/2025
Report Period End: 9/30/2025



CONTRACT AMENDMENT

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Fulton County
Contractor's Full Legal Name:	CGL Facility Management, LLC
Contract No.:	99999-SPD0000154-0001
Solicitation No./Event ID:	99999-SPD0000154
Solicitation Title/Event Name:	Facility Maintenance Solution for Fulton County South Annex Jail
Contract Award Date:	August 15, 2018
Current Contract Term:	July 15, 2025 to July 14, 2026

WHERE AS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The following proposal to provide Facility Maintenance Services and associated prices is submitted for inclusion in the 99999-SPD0000154-0001 State-Wide Contract.
2. Per SWC 99999-SPD0000154-0001, the attached pricing is submitted for inclusion in the contract for Facility Maintenance Services. The following documents are included:
 - Attachment 1 – Base Contract Price & Summary
 - Attachment 2 – Scope of Work Modification
 - Attachment 3 – Staffing
 - Attachment 4 – DOAS Approved Labor Rates as of July 2025
3. Effective Date: July 15, 2025

Attachment 1 – Base Contract Pricing & Summary

99999-SPD0000154-0001- FACILITY MAINTENANCE SOLUTIONS						
SCHEDULED FACILITY MAINTENANCE SERVICES						
Line Item	Description of Supply/Service	Resident Staff	Quantity	Unit of Measure	Unit Price	Extended
	Facility Management and Preventative /Scheduled Maintenance					
1	South Annex Jail	4	12	Month	55,772.10	\$669,265.18

1004	Percent Markup on Materials & Subcontractors	Dollar	9.60%
------	--	--------	-------

Monthly Total

Yearly Total

Total Base Contract Price

\$55,772.10

\$669,265.18

Base Contract Price includes:

- 1) Maintenance staff for operations as designated in Attachment 3:
Monday through Friday, 7 a.m. to 7 p.m.
Saturday, 7 a.m. to 3:30 p.m.
- 2) (1) One Vehicle along with tools, computers & communication devices for staff
- 3) Regional & Executive support for operations and special projects

Base Contract Price excludes:

- 1) Corrective, Unscheduled, Emergency & After Hours repairs will be completed on an approval basis per the statewide contract
- 2) Kitchen Hood, Grease Trap and Metasys system (not in operation)
- 3) Cleaning, Grounds, Pest Control and other as noted in Attachment 2
- 4) Special projects approved by Fulton County with above markup

Attachment 2 – Scope of Work Modification

1. BACKGROUND

1.2 - Addition of Fulton County as a Support Agency

2. GENERAL REQUIREMENTS

No Change

3. FACILITY MANAGEMENT

No Change

4. FACILITY PROPERTY

4.1 – Contractor will perform Corrective/Unscheduled Maintenance and Basic Preventative/Scheduled Maintenance on the Facility Property as directed by the Contract Manager.

4.3 – Deleted.

5. SITE UTILITIES AND DISTRIBUTION SYSTEMS

Voice/Data and fiber optics are not in CGL scope

.

6. BUILDING ENVELOPE AND STRUCTURE

6.1 – No Change

6.2 – Deleted

7. CENTRAL UTILITY PLANT AND HOT AND CHILLED WATER SYSTEMS

Deleted

8. NATURAL GAS AND LP DISTRIBUTION AND COMBUSTION SYSTEMS

No Change

9. PLUMBING AND SEWER AND WATER CONTROL SYSTEMS

No Change

10. ELECTRICAL SYSTEMS & LIGHTING

10.1 – Contractor shall maintain exterior lighting attached to facility. Pole mounted or other exterior lighting is to be maintained by County Maintenance.

11. HEATING VENTILATION AND AIR CONDITIONING (HVAC)

No Change

12. UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEMS AND EMERGENCY GENERATOR

No Change

13. SECURITY AND ALARM SYSTEMS

No Change

14. FIRE ALARM, FIRE SPRINKLER, AND FIRE SUPPRESSION

No Change

15. WATER TOWERS

Deleted

16. KITCHEN EQUIPMENT

Deleted (Not in operation)

17. LAUNDRY EQUIPMENT

No Change

18. GROUNDS/LANDSCAPE

Deleted

19. PEST CONTROL

Deleted

20. SWIMMING POOLS

Deleted

21. ADDITIONAL CONTRACTOR REQUIREMENTS

No Change

22. MATERIALS, SPARE PARTS, CONSUMABLES

No Change

23. HAZARDOUS MATERIALS

No Change

24. STANDARD REPAIR SERVICE RESPONSE TIMES

<i>TYPE OF EMERGENCY SERVICE</i>	<i>FREQUENCY</i>	<i>RESPONSE TIME</i>	
		<i>NORM BUS HRS</i>	<i>AFTER-HOURS</i>
Kitchen Equipment	As Occurs	2 hours	4 hours
Grounds/Landscape	As Occurs	2 hours	4 hours
Emergency Generator	As Occurs	2 hours	4 hours
HVAC	As Occurs	2 hours	4 hours
Fire Alarm	As Occurs	2 hours	4 hours
Fire Sprinkler	As Occurs	2 hours	4 hours
Electrical Systems	As Occurs	2 hours	4 hours
Central Utility Plant Systems	As Occurs	2 hours	4 hours
Security Systems	As Occurs	2 hours	4 hours
Lighting	As Occurs	2 hours	4 hours
Plumbing and Sewer	As Occurs	2 hours	4 hours
Laundry Equipment	As Occurs	2 hours	4 hours
Natural Gas & LP Gas Dist. and Combustion Systems	As Occurs	2 hours	4 hours
Building Envelope and Structure	As Occurs	2 hours	4 hours
Water Tower	As Occurs	2 hours	4 hours
Swimming Pool	As Occurs	2 hours	4 hours
Hazardous Material	As Occurs	as required by regulatory authority	as required by regulatory authority

25. AFTER-HOURS AND EMERGENCY REQUESTS AND REPAIRS

No Change

26. WORKFORCE

No Change

27. OFFICE AND STORAGE SPACE

No Change

28. TOOL AND KEY CONTROL

28.5 – Deleted.

29. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM 29.1.5

Shall read " The application shall operate on Microsoft Internet Explorer."

29.1.11 Deleted

29.3 Deleted

30. MEETINGS AND REPORTING

No Change

31. AGENCY CONTRACT MONITORS

No Change

32. INVOICING

No Change

33. POOR PERFORMANCE / REWORK

No Change

34. LIMITATION OF LIABILITY

No Change

35. FORCE MAJEURE

No Change

36. WARRANTY

No Change

37. STANDARDS AND QUALIFICATIONS

No Change

38. SPECIALIZED QUALIFICATIONS

No Change

Attachment 3 - Staffing

Provide four (4) assigned staff to perform work as defined in Appendix A – Scope of Work and modified per Attachment 2 for Fulton County South Annex Jail.

Labor mix is provided as follows:

1) One (1) Chief Maintenance Engineer(CME)/HVAC Technician

2) One (1) Plumber

4) Two (2) General Trades Technicians

Line Item	Facility /Location	Resident Staff	Maintenance Specialty
1	Fulton County South Annex Jail	4	CME/HVAC Tech, Plumber & Two (2) General Trades Technicians

Attachment 4 – DOAS Approved Labor Rates July 2025

Unscheduled Facility Maintenance Services				
Corrective/Unscheduled Maintenance- Normal Duty Hours				
Line Item	Corrective/Unscheduled Maintenance- Normal Duty Hours	Qty	Unit of Measure	Unit Price
1	Chief Engineer	1	Hour	\$87.24
2	HVAC Technician	1	Hour	\$113.29
3	Electrical Technician	1	Hour	\$73.70
4	Electronics Technician	1	Hour	\$109.79
5	Fire Alarm Technician	1	Hour	\$109.79
6	Plumbing Technician	1	Hour	\$108.44
7	General Maintenance Tradesman	1	Hour	\$48.41
8	Generator Technician	1	Hour	\$115.10
9	Locksmith - Electronic	1	Hour	\$109.79
10	Locksmith - Mechanical	1	Hour	\$72.70
11	Welder	1	Hour	\$75.12
12	Fencing Technician	1	Hour	\$78.75
13	Specialty Kitchen Technician	1	Hour	\$115.10
14	Groundskeeper/Landscaper	1	Hour	\$38.78
Corrective/Unscheduled Maintenance- After Hours/Emergency				
15	Chief Engineer	1	Hour	\$130.86
16	HVAC Technician	1	Hour	\$169.94
17	Electrical Technician	1	Hour	\$109.05
18	Electronics Technician	1	Hour	\$164.68
19	Fire Alarm Technician	1	Hour	\$164.68
20	Plumbing Technician	1	Hour	\$162.66
21	General Maintenance Tradesman	1	Hour	\$72.61
22	Generator Technician	1	Hour	\$172.67
23	Locksmith - Electronic	1	Hour	\$164.68
24	Locksmith - Mechanical	1	Hour	\$109.05
25	Welder	1	Hour	\$112.69
26	Fencing Technician	1	Hour	\$118.15
27	Specialty Kitchen Technician	1	Hour	\$172.67
28	Groundskeeper/Landscaper	1	Hour	\$58.16

1. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
2. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CGL Facility Management, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Ellis Kirby/Vice President
Date:	
Company Address:	1903 Phoenix Bld Suite 250 Atlanta Ga, 30349

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Address:	

Performance Evaluation Details

ID	E6
Project	Facility Maintenance
Project Number	SWC#99999-001-SPD0000154-0001 -
Supplier	CGL Companies
Supplier Project Contact	Jennifer Svoboda (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	10/30/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/30/2025 11:31 AM EDT
Completion Date	10/30/2025 11:31 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Numerous occasions in which CGL were called upon for their services and they delivered them with timely response and resolution.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Field reports continue to be on-time, accurate, and schedule.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

CGL continues to go above and beyond in delivering their services to Fulton County with professional and reliable resolution.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

CGL technicians are very knowledgeable and professional, and their communication with key DREAM personnel has been consistent and precise.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

CGL independently manages their contract with little to no supervision required by County staff and continue to respond to any requests in a prompt and professional manner. Invoices have been received with a little delay and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

GENERAL COMMENTS

Comments

Not Specified



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

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

Requesting Department/Agency: Real Estate and Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3776

Cooperative Contract Number and Title: SWC#99999-001-SPD0000154-0001, Facility Maintenance

Estimated Contract Spend: \$428,860.50

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

☐ **Public Cooperative Entity** (Ex: NASPO)
List cooperative entity: _____

☒ **State of Georgia Statewide Contracts**
(Department of Administrative Services)

☐ **Federal Government** (Ex: GSA contract)
List Government Entity: _____

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

Verification Requirements

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

1. Provide justification for the use of the cooperative purchase. Utilizing this contract provides a single source for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings and is available for all locations throughout the state. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
 - a. Leveraging benefits of volume purchasing due to multiple County facilities utilizing this contract.
 - b. Saves approximately \$0.87/sq.ft. over historical/projected cost for current contract participants The average price for Scheduled/Preventive Maintenance (including cost of materials) is only \$1.00/sq. ft.
 - c. Low markup on materials used for corrective maintenance repairs
 - d. Improved facility life and operational performance through a staff dedicated to meeting the preventive maintenance needs of all facility equipment; thereby reducing equipment failures and facility operational downtime
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

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

Purchasing Representative Recommendation:

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

☒

meets the requirements

☐

does not meet the requirements

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

(CAPA/APA) Purchasing Agent Mark Hawks Date 11/18/25

Chief Purchasing Agent _____ Date _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0932

Meeting Date: 12/3/2025

Department

Arts and Culture

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

Request approval of a statewide contract - Arts & Culture Department, SWC# 99999-SPD-0000136-0008, Professional Temporary Staffing in an amount not to exceed \$105,000.00 with Corporate Temps Inc. (Norcross, Georgia) to provide temporary staffing services for the Arts & Culture Department. Effective January 1, 2026 through June 30, 2026.

Requirement for Board Action

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

Strategic Priority Area related to this item

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Arts & Culture Department is recommending the Board of Commissioners approve Corporate Temps Inc. to serve in the capacity of providing professional part-time and temporary staffing for the department's programs and services. The Arts & Culture Department provides an array of programs and services to Fulton County residents through its Art Center, Community Partnerships, Public Art Program, and Contracts for Services Program. Designed to enhance the creative and artistic culture of the county, the department brings music, dance, theater, visual arts, and other art forms to children, teenagers, adults, and senior citizens. Through the department's programs, nonprofits, arts organizations, schools, colleges and universities, cultural organizations, municipalities, and individual artists have been able to hone their crafts and reach more residents with their art forms. To ensure that Fulton County residents continue

to receive quality services from the Arts & Culture Department, and to improve upon its current services, arts instructors with specialized art skills are needed, as well as part-time administrators and coordinators. By contracting with Corporate Temps Inc., the department will be able to meet its part-time staffing need and eliminate some of the challenges the department encountered while having temporary part-time staff on the County's payroll.

Scope of Work: The Arts & Culture Department is looking to enter into contract with Corporate Temps Inc. in expectation that the agency will provide the department with approximately 35 part-time staff members to provide services to the County's one Art Center, Community Partnerships and Downtown Main Office. The contract would cover a one-year period upon execution of the contract by the BOC.

Community Impact: With sufficient personnel to implement various arts-related classes and other programmatic and administrative services, the Arts & Culture Department will be able to effectively and efficiently provide arts services and programming to Fulton County residents

Department Recommendation: The Arts & Culture Department recommends approval of the statewide contract in order to increase its staffing in administrative and specialized arts, which are needed to implement the department's arts programs and services.

Project Implications: Without BOC approval, the Arts & Culture Department will not have sufficient staff to administer its programs. The deduction or loss of the department's arts programs would negatively impact Fulton County residents

Community Issues/Concerns: The community has indicated a desire for the County to continue its arts-related programs. Without proper staffing, the Arts & Culture Department will not be able to provide Fulton County residents with the services they desire and deserve.

Department Issues/Concerns: The Arts & Culture Department is concerned that without the number of skilled and specialized part-time staff needed to implement its programs, the department will be unable to attain its goal of taking art to the community in large measures.

Contract Modification: This is a new request.

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

Contract Value:	\$105,000.00
Prime Vendor:	Corporate Temps, Inc.
Prime Status:	African American Male Business Enterprise
Location:	Norcross, Ga
County:	Gwinnett County
Prime Value:	\$105,000.00 or 100.00%
Total Contract Value:	\$105,000.00 or 100.00%
Total Certified Value:	\$105,000.00 or 100.00%

Exhibits Attached

Exhibit 1: Statewide Contract Extension

Exhibit 2: Performance Evaluation

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

David Manuel, Director, Arts& Culture Department, 678-428-0290

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$105,000.00
TOTAL: \$105,000.00

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

100-181-1810-1160: General Fund, Arts and Culture, Professional Services - \$105,000 "Subject to BOC approval and availability of funds in the FY26 Budget

Key Contract Terms	
Start Date: 1/1/2026	End Date: 6/30/2026
Cost Adjustment:	Renewal/Extension Terms: NA

Overall Contractor Performance Rating: 100**Would you select/recommend this vendor again?**

Yes

Report Period Start:
1/1/2025**Report Period End:**
12/31/2025



**CONTRACT AMENDMENT # 10
EXTENSION # 4**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	CORPORATE TEMPS 2000
Contract No.:	99999-001-SPD0000136-0008
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2024 – June 30, 2025

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2025
End Date of New Contract Term:	June 30, 2026


The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-001-SPD0000136-0008


2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CORPORATE TEMPS, INC.
Authorized Signature:	 RENEE WHITE <small>eSigned by: Renee White on 03/05/2025 at 15:50 UTC</small>
Printed Name and Title of Person Signing:	Renee White
Date:	March 5, 2025
Company Address:	5950 Live Oak Parkway, Ste 230, Norcross, GA 30093

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/28/2025
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

Performance Evaluation Details

ID	E11
Project	Temporary Staffing Services
Project Number	SWC 99999-SPD-0000136-0008
Supplier	Corporate Temps, Inc.
Supplier Project Contact	Tonya Hood (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	10/02/2025
Evaluation Type	Formal
Interview Date	10/02/2025
Expectations Meeting Date	10/02/2025
Status	Completed
Publication Date	10/02/2025 04:19 PM EDT
Completion Date	10/02/2025 04:19 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0841

Meeting Date: 12/3/2025

Department

Behavioral Health and Development Disabilities

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

Request approval of a Memorandum of Understanding between Fulton County, the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD) and the Atlanta/Fulton County Policing Alternatives and Diversion Initiative, Inc. (PAD) to resume financial support for delivery of pre-arrest diversion services in the amount of \$400,000.00 for the period January 1, 2026 to December 31, 2026. **(HELD ON 11/19/25)**

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

West's Code of Georgia 36-10-1: All official contracts entered into by the County governing authority and with other persons on behalf of the County shall be in writing and entered in 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?

Yes

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

Scope of Work: Fulton County through the Department of BHDD would like to resume providing resources for support and coordination of pre-arrest diversion services for adult participants. The Atlanta/Fulton County Policing Alternatives and Diversion Initiative (PAD) was developed in partnership with the City of Atlanta and Fulton County as a strategy to provide timely intervention

and redirection for individuals experiencing substance addiction, mental health concerns, or extreme poverty. As a pre-arrest program, PAD accepts diversion referrals from law enforcement at the time of the alleged crime, instead of post-booking and court involvement. This unique initiative allows our community to address behavioral health and quality of life concerns through case management and linkage to care and treatment, when otherwise the individual would have merely landed in jail. The people that cycle through our jails are people who the system has failed. They are the people that other diversion programs often reject: those with prior convictions, with pending cases or warrants, who have already gone through a diversion program, who cannot pay for the cost of pre-trial intervention, who are homeless, or who do not pass random drug screens. As a result, these people fall through the cracks. They spend more time in jail, frequently recidivate, and do not receive treatment for underlying mental health and addiction problems. Through law enforcement diversion and intensive care navigation, PAD creates a unique and necessary pathway for these individuals to connect to county and city services. FY 2022 funding will support the following KPI's: 1) Provide 3 weeks of emergency shelter to 400 people annually. 2) Provide 3 months of temporary housing to 60 people annually. 3) Provide 4 weeks of transportation assistance to 300 people annually. 4) Provide cell phones & cell phone service to 60 people annually. 5) Provide 3 months of food assistance to 150 people annually. 6) Provide clothing and PPE supplies to 250 people annually. 7) Provide personal identification and document assistance to 100 people annually.

Community Impact: Provide the overall impact on community health, whether the impact would be Countywide or to a specific District (if applicable) Fulton County, through the Department of BHDD desires for Atlanta/Fulton County PAD to continue to provide timely intervention and redirection for individuals experiencing substance addiction, mental health concerns, or extreme poverty.

Department Recommendation: The Fulton County Department of Behavioral Health and Developmental Disabilities recommends the approval of the Memorandum of Understanding.

Project Implications: The services described under the Scope of Work for this Contract shall be performed by Atlanta/Fulton County PAD Initiative, Inc. for a total amount of \$400,000.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text "New Procurement." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.*)

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$.00
1st Renewal			\$.00
2 nd Renewal			\$.00
Extension #1			\$.00
Total Revised Amount			\$.00

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

Click or tap here to enter text.

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

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

Click or tap here to enter text.

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$400,000.00

TOTAL: \$400,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-755-8226-1160

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Agenda Item No.: 25-0841

Meeting Date: 12/3/2025

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

**MEMORANDUM OF UNDERSTANDING BETWEEN
FULTON COUNTY, GEORGIA AND THE ATLANTA/FULTON COUNTY
PREARREST DIVERSION INITIATIVE, INC. (PAD)**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into upon all parties affixing their signatures on this document between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“**Fulton County**”), by and through its **Department of Behavioral Health and Developmental Disabilities (“BHDD”)**, and **Atlanta/Fulton County Prearrest Diversion Initiative, Inc. (“PAD”)**, (hereinafter collectively referred to as the “Parties”).

WHEREAS, PAD is aimed at redirecting individuals out of the criminal justice system through the coordination of the Atlanta/Fulton County Law Enforcement Assisted Diversion Initiative; and

WHEREAS, PAD has received financial support from a number of governmental agencies and private donors; and

WHEREAS, PAD anticipates that the Law Enforcement Assisted Diversion (“LEAD”) initiative will reduce arrests and recidivism rates in Fulton County while providing social services to those suffering from mental illness, substance use disorders and extreme poverty; and

WHEREAS, PAD seeks funding to continue to hire staff and provide basic necessities to participants who are served; and

WHEREAS, Fulton County believes that reducing crime while providing services to citizens and individuals in need is to the benefit of all Fulton County residents; and

WHEREAS, the Parties agree that it is beneficial to work together to achieve synergies for success in the programs; and

WHEREAS, the Fulton County BHDD supports use of funds in their budget to support PAD; and

WHEREAS, the Parties deem it to be in the best interest of Fulton County citizens to enter into this MOU under the terms and conditions expressed.

NOW, THEREFORE, in consideration of the mutual benefits to both parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND INTENT

The purpose of this MOU between PAD and Fulton County, acting through the County’s BHDD, is to establish and formalize the obligations and responsibilities of the Parties in the amount of **\$400,000.00** payable to PAD to fund the coordination of the Atlanta/Fulton County LEAD initiative, including diversion services and care navigation efforts.

1.1 PAD seeks to reduce criminal justice system involvement for people who have already had substantial contact with the criminal justice system; improve public safety and public health by improving neighborhood and participant quality of life through harm-reduction interventions; and advocate for new pathways for more appropriate service provisions. In 2024, PAD has the following objectives:

- **By December 2026**, provide housing navigation to at least 400 unsheltered Fulton County citizens.
 - Provide 5,184 nights of emergency respite shelter for unsheltered Fulton County citizens at a cost of \$259,665.96.
- **By December 2026**, provide direct support and care navigations to at least 300 Fulton County citizens.
 - **By December 2026**, provide 1,200 7-day and 2,400 round-trip MARTA cards to Fulton County citizens at a cost of \$42,300.
 - **By December 2026**, provide 600 cell phones to Fulton County citizens at a cost of \$8,994.
 - **By December 2026**, provide 600 monthly cell phone service cards to Fulton County citizens at a cost of \$12,000.
 - **By December 2026**, provide 1,920 grocery cards to Fulton County citizens at a cost of \$48,000.
 - **By December 2026**, provide clothing and PPE to 150 Fulton County citizens at a cost of \$24,000.
 - **By December 2026**, provide document assistance (i.e., birth certificates, identification, social security cards) to 150 Fulton County citizens at a cost of \$5,040.

1.2 Neither this Agreement, nor any activities described herein, shall be construed as creating a legal partnership, joint venture, franchise, agency, or other such relationship, but instead a collaboration on programs to serve citizens in Fulton County in furtherance of the Parties' public purpose. No party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.

ARTICLE II. FUNDING AND USE OF THE FUNDS

2.1 Upon approval by the Fulton County Board of Commissioners, Fulton County, through its County Department of BHDD, will reimburse PAD monthly for services provided until they reach the funding amount of **Four Hundred Thousand and 00/100 Dollars** (\$400,000.00) (the "Funding Amount"). The Funding Amount shall be allocated from the Fulton County BHDD General Fund Budget in the amount of **\$400,000.00**.

2.2 PAD shall use the Funding Amount provided by Fulton County solely for the items described above. PAD shall provide the Department of BHDD with accompanying documentation upon request.

2.3 In no event shall Fulton County be obligated for funding in excess of the Funding Amount.

ARTICLE III. REPORTING AND RESPONSIBILITY OF PAD

In consideration for the Funding Amount, PAD shall have the following reporting and other responsibilities:

- 3.1 **Monthly Reports.** On or before 15th of the following month of the service provision, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives herein for the period from contract execution until December 31, 2026.
- 3.2 **Quarterly Reports.** On or before the 15th of the following month of the quarter following the service provision (April, July, and October), PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period from contract execution until December 31, 2026.
- 3.3 **Mid-year Reports.** On or before July 15, 2026, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period of January 1, 2026 until June 30, 2026.
- 3.4 **Annual Reports.** On or before January 15, 2026, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period of January 1, 2026 until December 31, 2026.
- 3.5 **Financial Records.** PAD agrees to maintain and make available to the Department of BHDD, upon reasonable request, all of PAD financial records that are kept in the ordinary course of business. The Department of BHDD agrees that all requests shall be made in writing and to provide the PAD with a reasonable amount of time to respond to any such request for financial records.

ARTICLE IV. TERM OF AGREEMENT

This MOU shall expire on December 31, 2026. Notwithstanding anything contained herein, PAD's reporting obligations as set forth in Article 3.4 shall survive the expiration or termination of this MOU. Failure to abide by the reporting obligations may subject PAD to not qualify for any future funding at the sole discretion of Fulton County.

ARTICLE V. TERMINATION/SUSPENSION OF WORK

- 4.1 **Termination without Cause.** Notwithstanding anything contained herein to the contrary, Fulton County may terminate this MOU without cause by providing PAD with 60 (sixty) days written notice.

4.2 Upon termination of the MOU under this Article, the Parties shall arrange for a proper accounting and work plan for any obligations remaining under the terms of this MOU.

4.3 Nothing herein shall prevent Fulton County from immediately suspending PAD's performance of the work upon written notice.

ARTICLE VI. MODIFICATIONS

This MOU may be modified at any time by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

ARTICLE VII. NOTICES

For purposes of this MOU, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

Fulton County BHDD
Attn: LaTrina Foster, LPC
141 Pryor Street, SW
Suite 1031
Atlanta, Georgia 30303

With a concurrent copy to:
Fulton County Attorney
Office of the Fulton County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, GA 30303

Atlanta/Fulton County Prearrest Diversion Initiative, Inc.
Attn: Moki Macías
236 Forsyth Street, SW
Suite 200
Atlanta, Georgia 30303

ARTICLE VIII. GENERAL PROVISIONS

5.1 If any part of this MOU is found to be invalid or unenforceable, or is otherwise stricken, the rest of this MOU shall remain in full force and effect.

- 5.2 This MOU constitutes the entire MOU between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
- 5.3 Waiver of any term or condition of this MOU shall require an amendment that is subject to the approval of the Parties' respective governing bodies, and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this MOU. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
- 5.4 This MOU is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers, or interests in any third-party. Fulton County, including its respective officers, officials, employees, or agents, shall not be liable to third parties by any act or omission of the other party.
- 5.5 Nothing herein shall be construed as a waiver of Fulton County's sovereign immunity or any governmental immunity available to its officials, officers, employees, and agents.
- 5.6 This MOU shall be governed by the laws of the State of Georgia.
- 5.7 This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____ 2026.

FULTON COUNTY, GEORGIA

**ATLANTA/FULTON COUNTY PREARREST
DIVERSION INITIATIVE, INC.**

Approved:

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Moki Macías
Executive Director
Atlanta/Fulton County Prearrest Diversion
Initiative, Inc.

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Content:

LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

Office of the County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0933

Meeting Date: 12/3/2025

Department

Public Works

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

Request approval of a recommended proposal - Public Works, 25RFP147291K-CRB, Asset Management Modeling and Data Analysis in an amount not to exceed \$400,000.00 with Hazen and Sawyer (Atlanta, GA) to provide engineering services for the development of an asset management program for the Capital Improvement Program effective January 1, 2026 through December 31, 2026 with two renewal options.

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

In accordance with the Purchasing Code Sections 102-375, all competitive sealed proposals for professional and consultant services shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: Fulton County Public Works provides water services to the citizens of North Fulton County and sanitary sewer services to all the cities within Fulton County that are outside the municipal boundaries of the City of Atlanta. The Department of Public Works plans to use this contract to supplement the efforts of County staff to ensure these services are provided in an expedited manner and at level of service expected for Fulton County customers and constituents.

Scope of Work: The engineering firm selected for this project will provide technical assistance on an as needed basis in creating a formal asset management program for the Capital Improvement

Program. The technical services may include the preparation of reports, technical memoranda, studies, and specifications for projects related to enhancing the performance of the water and wastewater systems. Possible projects include a water pipe replacement program, a comprehensive sewer pump station evaluation program, and a risk assessment framework.

Community Impact: The technical services provided will have no immediate or direct community impact.

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

Project Implications: The projects issued under this contract will assist the Department in streamlining and optimizing the Capital Improvement Program, resulting in the most economical use of capital funds.

Community Issues/Concerns: No community issues or concerns have been brought to the attention of the Public Works Department.

Department Issues/Concerns: Approval of this item will allow the Department of Public Works to respond to the identified needs of the County's water and wastewater infrastructure.

Contract Modification: New Procurement

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

Contract Value: \$400,000.00

Prime Vendor: Hazen and Sawyer
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$319,040.00 or 79.76%

Subcontractor: Ascension Technical Consultants, LLC
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$67,320.00 or 16.83%

Subcontractor: JAT Consulting
Subcontractor Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$13,640.00 or 3.41%

Total Contract Value: \$400,000.00 or 100%
Total Certified Value: \$80,960.00 or 20.24%

Exhibits Attached

Exhibit 1. Evaluation Committee Recommendation Letter

Exhibit 2: CPR Memo

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

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$400,000.00
TOTAL:	\$400,000.00

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

203-540-5400-I134: Water & Sewer R&E, Public Works, Standby Engineering Services

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: Two renewal options

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

Choose an item.

Report Period Start: **Report Period End:**

Agenda Item No.: 25-0933

Meeting Date: 12/3/2025



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: August 18, 2025

PROJECT: 25RFP147291K-CRB - Asset Management Modeling and Data Analysis

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Fulton County Department of Real Estate and Asset Management.

Six (6) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Black & Veatch Corporation
2. Dewberry Engineers, Inc.
3. Hazen and Sawyer, PC
4. LJA Engineering, Inc.
5. Stantec Consulting Services, Inc.
6. Waggoner Engineering, Inc.

After review of the technical proposals, oral presentations were held with each proposer below:

1. Black & Veatch Corporation
2. Hazen and Sawyer, PC
3. Stantec Consulting Services, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Hazen and Sawyer, PC** with a total score of **97.75%**, is the recommended vendor for the award of **25RFP147291K-CRB - Asset Management Modeling and Data Analysis**.

Evaluation Committee Recommendation Letter

August 18, 2025

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The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

Signed by:



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Anna Skipper, Professional Engineer Sr.
Public Works Department

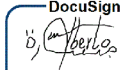
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Terry Peters, Deputy Director – Technical Services
Public Works Department

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Alberto Becerra, Engineering Administrator
Public Works Department

Evaluation Committee Recommendation Letter
 August 18, 2025
 Page | 3

EVALUATION CRITERIA	WEIGHT	Black & Veatch Corporation	Hazen and Sawyer, PC	Stantec Consulting Services, Inc.
Project Plan/Approach to Work	35.00	29.17	35.00	26.25
Qualifications of Key Personnel	20.00	16.67	20.00	16.67
Relevant Project Experience/Past Performance	20.00	20.00	20.00	15.00
Availability of Key Personnel	3.00	2.25	2.75	2.75
Local Preference	5.00	0.00	5.00	5.00
Service-Disabled Veterans Preference	2.00	0.00	0.00	0.00
Cost Proposal	15.00	12.84	15.00	14.55
TOTAL SCORE:	100.00	80.93	97.75	80.22

**To sum Total Score columns highlight the row and press F9*



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: David Clark, Director, Public Works *DC*

DATE: October 9, 2025

SUBJECT: Contractor's Performance Report – Asset Management Modeling and Data Analysis #25RFP147291K-CRB

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Public Works

PROJECT: Asset Management Modeling and Data Analysis

PROJECT NO.: #25RFP147291K-CRB

CONTRACTOR: Hazen and Sawyer, PC.
1300 Altmov Avenue, Suite 520
Atlanta, GA 30342

POC: Rob Bush, Project Manager

PHONE: (404) 219-7906

EMAIL: rbush@hazenandsawyer.com

If you have any questions, please contact Anna Skipper at (404) 612-5772

C: Terry Peters, Deputy Director
Anna Skipper, Professional Engineer Senior



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0934

Meeting Date: 12/3/2025

Department

Senior Services

Requested Action

Request approval of recommended proposals for Department of Senior Services RFP 25RFP1338515A-BKJ for Senior In-Home Services in an amount not to exceed \$1,837,166.32. in the total amount of Contracts with (A) Southern Homecare Services dba Always Caring Home Care (Roswell, GA) in the amount of \$719,742.91 (B) Help At Home LLC (Newnan, GA) in the amount of \$295,090.92; (C) At Home Atlanta (Stone Mountain, GA) in the amount of \$372,688.76; (D) Trusted Hands Senior Care (Roswell, GA) in the amount of \$313,643.73; (E) Quality Personal Care (Atlanta, GA) in the amount of \$136,00.000, to provide In-Home Services to eligible Fulton County seniors aged 60 and above. Effective January 1, 2026 thru December 31, 2026 with three renewal options.

Requirement for Board Action

In accordance with the Purchasing Code Sections 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department of Senior Services recommends approval for Always Caring Homecare, Help At Home, At Home Atlanta, Quality Personal Care and Trusted Hands contracts. These contracts provide In-home Services to eligible Fulton County seniors aged 60 and above. The program allows seniors to remain in their residence, age in place and receive services that result in a healthy, clean, and safe environment.

Scope of Work: The Department of Senior Services In-Home Service program provides services and support to seniors who have limited mobility. The service includes Homemaker services whereby contracted staff perform light, custodial work in the home. Personal Care services provide a skilled nurse to take care of the client's health by performing hygienic assistance and physical assistance. Respite care consists of a professional, certified staff who provides companionship, supervision, assistance with medication, and meal preparation. It also allows caregivers to conduct business on behalf of the senior in or outside the home.

Community Impact: This is an intervention service and enables eligible Fulton County seniors to remain in their homes, age in place and avoid institutionalization. Caregivers are less stressful as they leave their loved one in a safe and supervised environment with a professional.

Department Recommendation: The Department recommends approval.

Project Implications: This service will provide In-Home Services to eligible Fulton County seniors aged 60 and above. The service prevents seniors from losing their home and being institutionalized in a nursing home at a higher cost.

Community Issues/Concerns: If the contract is not approved, there are community concerns regarding access to vital resources and services.

Department Issues/Concerns: If the contract is not approved, there are departmental concerns regarding the County's ability to continue to provide services and resources to the community.

Contract Modification: This is a new procurement.

Contract & Compliance Information

Total Contract Value: \$1,837,166.32

(A)

Contract Value: \$719,742.91
Prime Vendor: Southern Homecare Services dba Always Caring Homecare
Prime Status: Non-Minority
Location: Roswell, GA
County: Fulton County
Prime Value: \$719,742.91 or 100.00%

Total Contract Value: \$719,742.91 or 100.00%
Total Certified Value: \$0.00 or 0.00%

(B)

Contract Value: \$295,090.92
Prime Vendor: Help at Home, LLC
Prime Status: Non-Minority

Location: Newnan, GA
County: Coweta County
Prime Value: \$295,090.92 or 100.00%

Total Contract Value: \$295,090.92 or 100.00%
Total Certified Value: \$0.00 or 0.00%

(C)
Contract Value: \$372,688.76
Prime Vendor: At Home Atlanta, LLC
Prime Status: African American Male Business Enterprise
Location: Stone Mountain, GA
County: DeKalb County
Prime Value: \$372,688.76 or 100.00%

Total Contract Value: \$372,688.76 or 100.00%
Total Certified Value: \$372,688.76 or 100.00%

(D)
Contract Value: \$313,643.73
Prime Vendor: Trusted Hands Senior Care
Prime Status: African American Female Business Enterprise
Location: Roswell, GA
County: Fulton County
Prime Value: \$313,643.73 or 100.00%

Total Contract Value: \$313,643.73 or 100.00%
Total Certified Value: \$313,643.73 or 100.00%

(E)
Contract Value: \$136,000.00
Prime Vendor: Quality Personal Care
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$136,000.00 or 100.00%

Total Contract Value: \$136,000 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Grand Contact Value: \$1,837,166.32 or 100.00%
Grand Certified Value: \$1,406,075.40 or 76.53%

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation

Exhibit 2: Southern Homecare Services - Contractor Performance Report

Exhibit 3: Help At Home LLC - Contractor Performance Report

Exhibit 4: At Home Atlanta - Contractor Performance Report

Exhibit 5: Trusted Hands Senior Care - Contractor Performance Report

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$1,837,166.32
TOTAL:	\$1,837,166.32

Grant Information Summary

Amount Requested:	\$180,000	<input type="checkbox"/> Cash
Match Required:	\$15,000	<input type="checkbox"/> In-Kind
Start Date:	July 1, 2026	<input type="checkbox"/> Approval to Award
End Date:	June 30, 2027	<input type="checkbox"/> Apply & Accept
Match Account \$:	\$15,000	

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18IS-1160: General, Senior Services, Aging Grant Supplemental, \$1,642,166.32

Funding Line 2:

461-183-AR26-1160: Grants, Senior Services, Aging Grant Supplemental, \$90,000.00

Funding Line 3:

461-183-AR27-1160: Grants, Senior Services, Aging Grant Supplemental, \$90,000.00

Funding Line 4:

Funding Line 4:100-183-18IS-1567: General, Senior Services, Transfer Out County Share,

Agenda Item No.: 25-0934

Meeting Date: 12/3/2025

\$15,000.00

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: Three renewal options

Overall Contractor Performance Rating:

(A) Southern Homecare Services dba Always Caring Home Care	82
(B) Help At Home LLC	79
(C) At Home Atlanta	82
(D) Trusted Hands Senior Care	85
(E) Quality Personal Care	New Vendor

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2024

Report Period End:
12/31/2024



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: October 23, 2025

PROJECT: 25RFP1338515A-BKJ - Senior In-Home Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Superior Court.

Eight (8) qualified firms submitted proposals for evaluation and consideration for award of this project:

- | | |
|--------------------------------|-----------------------------------|
| 1. At Home Atlanta, LLC | 5. Quality Personal Care |
| 2. Help at Home | 6. R.A.N. Staffing Care, LLC |
| 3. MIMI Cares Personal Care | 7. All Ways Caring Home Care |
| 4. Mission First Partners, LLC | 8. Trusted Hands Senior Care, LLC |

After review of the technical proposals the following firms were short-listed.

1. At Home Atlanta, LLC
2. Help at Home
3. Quality Personal Care
4. All Ways Caring Home Care
5. Trusted Hands Senior Care, LLC


After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposals submitted by the following firms are recommended for award of 25RFP1338515A-BKJ - Senior In-Home Services.

- At Home Atlanta – **75.17%**
- Help At Home – **76.83%**
- Quality Personal Care – **65.50%**
- All Ways Caring Home Care – **77.00%**
- Trusted Hands Senior Care, LLC – **85.17%**

Evaluation Committee Recommendation Letter
October 23, 2025
Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

CC2157A99DB6455...
Kweli Henry
Deputy Director

Signed by:

C2014AA23C674CB...
Monique Chaudand
Senior Program Manager

DocuSigned by:

EBB6B1AF2DD44B4...
Raphael Patterson
Senior Program Manager

Evaluation Committee Recommendation Letter
 October 23, 2025
 Page | 3

EVALUATION CRITERIA	WEIGHT	At Home Atlanta	Help At Home	Quality Personal Care	All Ways Caring Home Care	Trusted Hands Senior Care, LLC
Project Plan/Approach to Work	20%	13.33%	13.33%	11.67%	15.00%	16.67%
Qualifications of Key Personnel	20%	16.67%	16.67%	13.33%	16.67%	16.67%
Relevant Project Experience/Past Exp.	20%	16.67%	18.33%	10.00%	18.33%	18.33%
Availability of Key Personnel	18%	15.00%	13.50%	12.00%	13.50%	15.00%
Local Preference	5%	0.00%	0.00%	5.00%	0.00%	5.00%
Service Disabled Veterans Preference	2%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Technical Scores		61.67%	61.83%	52.00%	63.50%	71.67%
Cost	15%	13.50%	15.00%	13.50%	13.50%	13.50%
TOTAL SCORE:		75.17%	76.83%	65.50%	77.00%	85.17%

Performance Evaluation Details

ID	E3
Project	Senior In-Home Services
Project Number	21RFQ000007A-CJC
Supplier	Southern Home Care Services, Inc. dba All Ways Caring HomeCare
Supplier Project Contact	Christina Greene (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	03/10/2025
Evaluation Type	Formal
Interview Date	03/20/2024
Expectations Meeting Date	03/20/2024
Status	Completed
Publication Date	03/10/2025 12:45 PM EDT
Completion Date	03/10/2025 12:45 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

There were a few challenges during this evaluation period (DDS User authorization and Client File/Service). Those concerns were addressed.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

The vendor follows the agreed upon reporting schedule.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Generally excellent program performance related to delivery of in-home services. The vendor made improvements in data entry and reporting. Some remaining issues persist with staffing clients in certain areas.

Performance Evaluation Details

ID	E3
Project	Senior In-Home Services
Project Number	21RFQ000007A-CJC
Supplier	At Home Atlanta LLC
Supplier Project Contact	Darryl Ford (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	03/10/2025
Evaluation Type	Formal
Interview Date	09/26/2024
Expectations Meeting Date	08/01/2024
Status	Completed
Publication Date	03/10/2025 12:49 PM EDT
Completion Date	03/10/2025 12:49 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Overall project performance is excellent.

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

The vendor adheres to the agreed upon schedule.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

There have been a few reporting issues that have been addressed.

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

The vendor is very responsive and is always available to address the department's questions and concerns.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Overall, the vendor has demonstrated excellent performance during this reporting period. The reporting issues have been addressed.

Performance Evaluation Details

ID	E3
Project	Senior In-Home Services
Project Number	21RFQ000007A-CJC
Supplier	Trusted Hands Senior Care
Supplier Project Contact	Duplicate Duplicate (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	03/10/2025
Evaluation Type	Formal
Interview Date	06/27/2024
Expectations Meeting Date	03/20/2024
Status	Completed
Publication Date	03/10/2025 12:56 PM EDT
Completion Date	03/10/2025 12:56 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Vendor has significantly improved communication and overall performance throughout this evaluation period.

Performance Evaluation Details

ID	E3
Project	Senior In-Home Services
Project Number	21RFQ000007A-CJC
Supplier	Help at Home
Supplier Project Contact	Latisha Thomas (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	03/10/2025
Evaluation Type	Formal
Interview Date	03/20/2024
Expectations Meeting Date	06/27/2024
Status	Completed
Publication Date	03/10/2025 12:55 PM EDT
Completion Date	03/10/2025 12:55 PM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

N/A

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

14/20

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments

Staffing transitions caused lapses in communication during this evaluation period.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

The vendor has performed satisfactory during the reporting period. Staffing transitions led to some lapse in communication, which has been addressed.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0842

Meeting Date: 12/3/2025

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

Request approval of an Ordinance to amend Chapter 2, Article II, Division 2 of the Code of Laws of Fulton County relating to the Code of Ethics regarding a preliminary process for Commissioners who seek to file ethics complaints against other Commissioners; and for other purposes. **(Thorne) (HELD ON 11/5/25) (MOTION TO APPROVE FAILED ON 11/19/25)**

1 **AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II, DIVISION 2 OF THE CODE**
2 **OF LAWS OF FULTON COUNTY RELATING TO THE CODE OF ETHICS REGARDING**
3 **A PRELIMINARY PROCESS FOR COMMISSIONERS WHO SEEK TO FILE ETHICS**
4 **COMPLAINTS AGAINST OTHER COMMISSIONERS; AND FOR OTHER PURPOSES.**

5 **WHEREAS**, the Fulton County Board of Commissioners (“BOC”) has authority,
6 pursuant to the Constitution of the State of Georgia (Art. 9, § 2, ¶ 1(a)) to adopt reasonable
7 ordinances, resolutions, or regulations relating to the affairs of Fulton County, Georgia for
8 which no provision has been made by general law and which is not inconsistent with the
9 Constitution or any local law applicable thereto; and

10 **WHEREAS**, the BOC has, by ordinance, established a Code of Ethics (Fulton
11 County Code of Ordinances (“FCC”) § 2-66, *et seq.*) governing minimum standards of
12 conduct for Fulton County “officers or employees”; and

13 **WHEREAS**, the BOC values and supports transparency and accountability in all
14 aspects of Fulton County Government and its operations; and

15 **WHEREAS**, FCC § 2-81 allows any person to make a sworn complaint of a
16 violation of the Code of Ethics to the Board of Ethics, and requires the Board of Ethics to
17 hold a preliminary hearing within sixty (60) days of the filing of such a complaint to
18 determine whether there is specific, substantial evidence to support a reasonable belief
19 that there has been a violation of the Code of Ethics; and

20 **WHEREAS**, it is in the best interest of Fulton County that resources of the County
21 and the Board of Ethics not be wasted on frivolous matters, or on matters that could be
22 resolved by communication among Commissioners; and

23 **WHEREAS**, baseless complaints distract from the conduct of normal business and
24 undermine public confidence in government function; and

25 **WHEREAS**, the BOC finds it necessary to provide additional mechanisms to
26 prevent the filing and consideration of frivolous complaints by a Commissioner against a
27 fellow Commissioner; and

1 **WHEREAS**, the BOC further finds it necessary that all complaints by a
2 Commissioner against a fellow Commissioner be subject to a pre-complaint meeting prior
3 to being filed with the Board of Ethics.

4 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
5 Commissioners hereby amends Fulton County Code of Ethics § 2-81 to read as follows:

6 ***Sec. 2-81. - Hearings and procedures.***

- 7 a) Any person may initiate a complaint of a violation of this code of ethics by
8 submitting to the secretary to the board of ethics, a written, sworn complaint under
9 penalty of perjury, upon a form prescribed by the board of ethics.
- 10 b) The board of ethics may also initiate an investigation on its own initiative.
- 11 c) Within five (5) business days following the filing of a complaint, the subject of the
12 complaint shall be notified of the existence and nature of the complaint.
- 13 d) The board of ethics shall, within sixty (60) days following the filing of a complaint
14 or initiation of an investigation on its own initiative, conduct a preliminary hearing
15 to determine whether specific, substantial evidence exists to support a reasonable
16 belief that there has been a violation of this code of ethics.
- 17 e) If the board of ethics determines by majority vote at the preliminary hearing that
18 specific, substantial evidence exists to support a reasonable belief that there has
19 been a violation of this code as to any claim in a complaint or subject matter of an
20 investigation it has initiated, the involved parties shall be so advised in writing and
21 the board of ethics shall schedule a formal hearing to further consider those claims
22 or subjects for which such a determination has been made. The board of ethics
23 shall notify all involved parties in writing of the time and place of the formal hearing,
24 which hearing shall not be held sooner than ten (10) days following notice of same.
- 25 f) If at least one-half of the voting members of the board of ethics conclude at the
26 preliminary hearing that specific, substantial evidence does not exist to support a
27 reasonable belief that there has been a violation of this code as to any claim in a
28 complaint or subject matter of an investigation it has initiated, those claims shall
29 be dismissed or the investigation terminated and the parties will be so advised in
30 writing.
- 31 g) Formal hearings shall be public, and all parties shall have the opportunity to be
32 heard, to summon witnesses, and to present evidence. Persons alleged to have
33 violated this code of ethics shall have the right to be represented by counsel at
34 their own expense.
- 35 h) The board of ethics shall have the power to compel the attendance of witnesses
36 and the production of records by subpoena, and to take testimony under oath.
37 Fulton County shall bear the costs of issuing subpoenas and, if desired by the
38 board of ethics, the cost of having a court reporter present to record hearings. Any
39 matters related to enforcing or quashing subpoenas may be submitted to the
40 superior court of Fulton County.

- 1 i) At the conclusion of the formal hearing, the board of ethics shall deliberate upon
2 its findings in public and shall determine its findings by majority vote. Findings that
3 a violation of this code of ethics has occurred must be based upon a clear and
4 convincing evidence standard. The board of ethics' decision shall subsequently be
5 reduced to writing and provided to the parties, which decision shall be final;
6 provided, however, that the decision shall be subject to review by writ of certiorari
7 to the superior court of Fulton County.
- 8 j) In addition to the provisions herein, if a member of the board of commissioners
9 desires to file a complaint under this section against another member of the board
10 of commissioners, the following pre-filing procedures must be completed before
11 the board of ethics takes any action on such a complaint:
- 12 i) The commissioner making the complaint and the commissioner who is the
13 subject of the complaint must participate in at least one good faith meeting
14 to attempt to resolve the concerns that underlie the complaint.
- 15 ii) If the meeting in (b)(i) does not result in a resolution of the complaint, the
16 commissioner making the complaint and the commissioner who is the
17 subject of the complaint must participate in a second meeting mediated by
18 the chair of the board of commissioners, the vice chair if the chair is
19 unavailable, or another member of the board of commissioners in order of
20 longest total tenure on the board of commissioners or lowest district number
21 among those of equal tenure in cases where the chair and vice chair are
22 both parties to the complaint or unavailable. The mediating commissioner
23 may choose to have the county attorney attend this meeting to offer an
24 unofficial assessment.
- 25 iii) If the meetings in (b)(i) and (ii) do not result in a resolution of the complaint,
26 the initiating commissioner may proceed with filing the complaint with the
27 Board of Ethics.

28
29 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective upon its
30 adoption, and that all ordinances, resolutions, and parts of ordinances and resolutions in
31 conflict with this Ordinance are hereby repealed to the extent of the conflict.

32 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
33 Georgia, this 5th day of November, 2025.

34 **FULTON COUNTY BOARD OF COMMISSIONERS**

35 **SPONSORED BY:**

36
37
38
39
40 _____
41 Bridget Thorne (District 1)

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ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

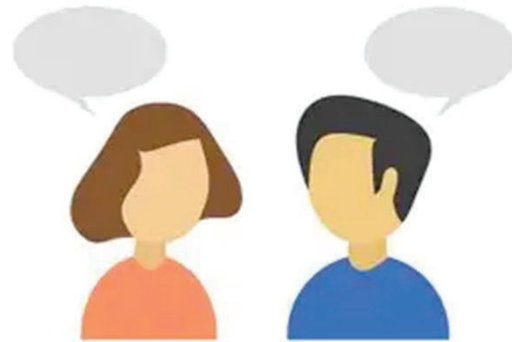
Y. Soo Jo, County Attorney



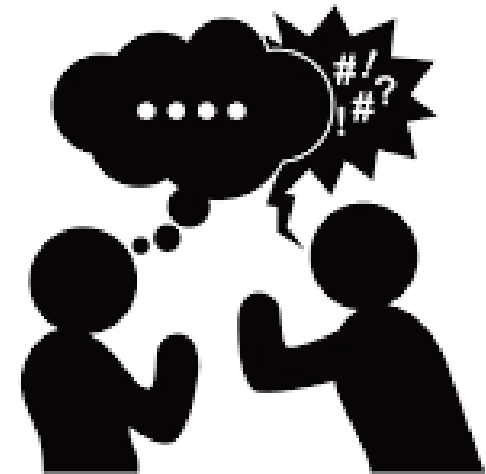
**Here's a process that could
save tax-payer dollars and
help us function well as a
body**

STEP 1:
ASK TO SPEAK WITH THE
COMMISSIONER ABOUT YOUR
CONCERN

HAVE A CONVERSATION
AND SEE WHERE IT GOES.



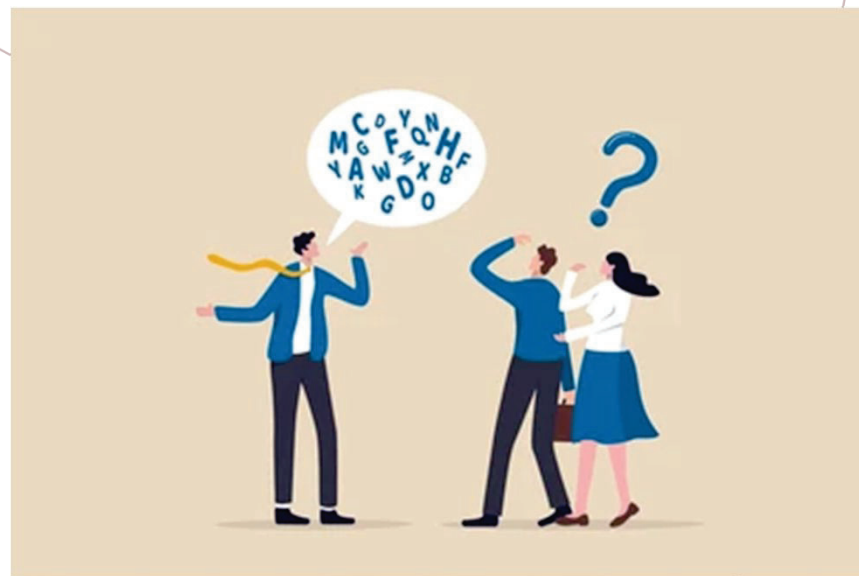
But what if you and the other Commissioner
are not able to resolve the issue?



STEP 2: INVITE A THIRD COMMISSIONER INTO THE CONVERSATION

WE CAN ALL WORK TOGETHER ACROSS PARTY
LINES AND DIFFERENT DISTRICTS.

**BUT NO ONE WILL STOP YOU FROM FILING
THE COMPLAINT.**



**But What if you still didn't receive clarity or
understanding?**

- **No voting within the Board of Commissioners will take place.**
- You have every right to file the complaint. This resolution is in no way attempting to prevent you from doing so.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0844

Meeting Date: 12/3/2025

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

Request approval of a Resolution to create a Commercial Property Assessment Task Force to provide input to the members of the Board of Commissioners in collaboration with the Fulton County Board of Tax Assessors and its staff on the valuation of commercial properties; and for other purposes. **(Ivory) (HELD ON 11/5/25) (MOTION TO APPROVE FAILED ON 11/19/25)**

1 **A RESOLUTION TO CREATE A COMMERCIAL PROPERTY ASSESSMENT**
2 **TASK FORCE TO PROVIDE INPUT TO THE MEMBERS OF THE BOARD OF**
3 **COMMISSIONERS IN COLLABORATION WITH THE FULTON COUNTY**
4 **BOARD OF TAX ASSESSORS AND ITS STAFF ON THE VALUATION OF**
5 **COMMERCIAL PROPERTIES; AND FOR OTHER PURPOSES.**

6
7 **WHEREAS**, Fulton County is home to a unique and evolving real estate
8 landscape that includes a mix of communities including rural areas, revitalized
9 urban neighborhoods, growing suburbs, residential and commercial properties;
10 and

11 **WHEREAS**, Fulton County is the largest county in the state of Georgia
12 with a total parcel count of 368,146 of which 20,472 are commercial parcels; and

13 **WHEREAS**, pursuant to O.C.G.A. § 48-5-299, it is the duty of the Fulton
14 County Board of Tax Assessors ("FCBTA") "to investigate diligently and to inquire
15 into the property owned in [Fulton] [C]ounty for the purpose of ascertaining what
16 real and personal property is subject to taxation in the county and to require the
17 proper return of the property for taxation"; and

18 **WHEREAS**, it is the mission of the FCBTA to deliver timely, accurate, and
19 equitable property assessments in compliance with Georgia law, Georgia
20 Department of Revenue Guidelines and applicable appraisal standards; and

21 **WHEREAS**, there has been public concern regarding how commercial
22 properties are valued within Fulton County; and

23 **WHEREAS**, the members of the Board of Commissioners are aware of
24 the public perception that commercial properties have been undervalued in
25 Fulton County and that the public has been seeking answers for two (2) decades;
26 and

1 **WHEREAS**, it is imperative that steps be taken to ensure that all property
2 within Fulton County, specifically commercial properties, are valued appropriately
3 according to Georgia law, Georgia Department of Revenue Guidelines and
4 applicable appraisal standards; and

5 **WHEREAS**, to best serve the citizens of Fulton County, the Board of
6 Commissioners finds it necessary to establish a task force that will work to
7 provide transparency and clarity during the assessment process; and

8 **WHEREAS**, the task force will be comprised of Fulton County citizens to
9 review commercial property values within Fulton County and used as a
10 mechanism for support to the FCBTA and the staff of the Office of the Tax
11 Assessors; and

12 **WHEREAS**, the task force should be comprised of persons representing a
13 cross section of individuals and professionals with vast knowledge of the real
14 estate market, mass appraisal methodology and commercial property within
15 Fulton County; and

16 **WHEREAS**, the purpose of the task force is not to usurp the statutory
17 authority of the FCBTA, but to serve as a review and advisory body to the Board
18 of Commissioners in collaboration with the FCBTA and the staff of the Office of
19 the Tax Assessors regarding commercial properties.

20 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of
21 Commissioners of Fulton County hereby creates and establishes the Fulton
22 County Commercial Property Assessment Task Force.

1 **BE IT FURTHER RESOLVED** that the Fulton County Commercial
2 Property Assessment Task Force shall, among other things, function as a review
3 and advisory body to the Board of Commissioners in collaboration with and in
4 support of the Fulton County Board of Tax Assessors and its staff regarding
5 commercial properties.

6 **BE IT FURTHER RESOLVED** that the Fulton County Commercial
7 Property Assessment Task Force members shall have the following members:
8 Each Commissioner shall appoint one (1) member. Each member shall be a
9 resident of Fulton County at the time of the appointment. Each member shall
10 have expertise and/or professional experience in one or more of the following
11 areas: real estate, the real estate market in Fulton County, mass appraisal
12 methodology, commercial property appraisal methodologies, or commercial
13 property in Fulton County. A member shall serve for a one (1) year term and be
14 subject to removal by the appointing Commissioner. No member's term shall
15 exceed that of the appointing Commissioner but each member shall remain as a
16 voting member until replaced or reappointed by the successive Commissioner.

17 **BE IT FURTHER RESOLVED** that members of the Fulton County
18 Commercial Property Assessment Task Force should be comprised of persons
19 representing a cross section of individuals and professionals with vast knowledge
20 of the real estate market, mass appraisal methodology and commercial property
21 within Fulton County.

1 **BE IT FURTHER RESOLVED** that monetary compensation will not be
2 provided to appointed members or other volunteers for participation on the Fulton
3 County Commercial Property Assessment Task Force.

4 **BE IT FURTHER RESOLVED** that the County Attorney is hereby
5 authorized to assist the Fulton County Commercial Property Assessment Task
6 Force with the drafting of its bylaws, consistent with the requirements of Fulton
7 County, to include conflict of interest safeguards.

8 **BE IT FURTHER RESOLVED** that the County Manager or his/her
9 designee will make meeting space and accommodations for the Fulton County
10 Commercial Property Assessment Task Force available as needed.

11 **BE IT FURTHER RESOLVED** that the Fulton County Commercial
12 Property Assessment Task Force shall report on the findings and proceedings of
13 its meetings to the Board of Commissioners after the meeting occurs and
14 annually through the Clerk to the Commission.

15 **BE IT FURTHER RESOLVED** that the Fulton County Commercial
16 Property Assessment Task Force shall sunset on December 31, 2026, unless
17 continued by action of the Board of Commissioners.

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

21 **SO PASSED AND ADOPTED**, this 5th day of November 2025.

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23 **FULTON COUNTY BOARD**
24 **OF COMMISSIONERS**
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SPONSORED BY:

By: _____
Moraima "Mo" Ivory
Commissioner, District 4

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo,
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0892

Meeting Date: 12/3/2025

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

Request approval of a Resolution directing the County Manager to include on an annual basis funding in an amount not to exceed one million dollars (\$1,000,000.00) for the Fulton County Veterans' Community Services Grant Program to support services and programs for veterans residing in Fulton County, Georgia; and for other purposes. **(Arrington/Barrett/Ivory) (MOTION TO APPROVE AS AMENDED FAILED ON 11/19/25)**

1 **A RESOLUTION DIRECTING THE COUNTY MANAGER TO INCLUDE ON AN**
2 **ANNUAL BASIS FUNDING IN AN AMOUNT NOT TO EXCEED ONE MILLION**
3 **DOLLARS (\$1,000,000.00) FOR THE FULTON COUNTY VETERANS' COMMUNITY**
4 **SERVICES GRANT PROGRAM TO SUPPORT SERVICES AND PROGRAMS FOR**
5 **VETERANS RESIDING IN FULTON COUNTY, GEORGIA; AND FOR OTHER**
6 **PURPOSES.**

7 **WHEREAS**, according to the United States Department of Veterans Affairs, U.S.
8 service members returning to civilian life have difficulty reconnecting with family and re-
9 establishing a role in the family; joining or creating a community; preparing to enter to the
10 civilian workforce or returning to a civilian job; creating structure; providing food, clothing
11 and housing for themselves; establishing services such as medical, dental, insurance, or
12 other service benefits; and are at greater risk for suicide and homelessness than those
13 who have not served in the U.S. military; and

14 **WHEREAS**, the Fulton County Board of Commissioners believes that providing
15 funding for veterans programs will benefit all citizens of Fulton County by assisting the
16 veteran population residing in Fulton County with their transition to civilian life and dealing
17 with the unique challenges facing the veteran population; and

18 **WHEREAS**, Fulton County has developed a community services grant program to
19 fund veterans organizations that support the wellbeing of veterans residing in Fulton
20 County that will focus on three key areas: (1) Economic Stability/Poverty; (2) Health &
21 Wellness; and (3) Homeless & Housing; and

22 **WHEREAS**, the Board of Commissioners finds it to be in the best interest of County
23 citizens to reaffirm the annual funding allocation of an amount not to exceed
24 \$1,000,000.00 in the Fulton County budget for use by the Fulton County Veterans

Community Services grant program, when implemented, to support services and programs for veterans residing in Fulton County, Georgia; and

WHEREAS, funding for the Fulton County Veterans Community Services grant program is authorized pursuant to O.C.G.A. § 36-1-19.1, which allows Fulton County to appropriate money for, and the making of grants or contributions, to any corporation, association, institution, or individual for purely charitable purposes, provided that the activities funded by any such grants or contributions shall take place within the county making such grant or contribution and is in the form of contracts for services.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners hereby reaffirms funding of an annual amount not to exceed \$1,000,000.00 (One Million Dollars), to be allocated for the Fulton County Veterans Community Services grant program to support various programs and services for veterans residing in Fulton County.

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby directs the County Manager and the Finance Department to ensure that the funding allocation is made available to the Fulton County Veterans Community Services grant program on an annual basis to implement the grant program to serve our veteran population.

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.

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

**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Marvin S. Arrington, Jr.
Commissioner, District 5

ATTEST:

Tonya R. Grier, Clerk of Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0893

Meeting Date: 12/3/2025

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

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-63 (Presiding Officer and Rules for Debate) of the Fulton County Code of Ordinances; to clarify procedures for designation of a presiding officer in the absence of the Chairman and Vice-Chairman; and for other purposes. **(Arrington) (MOTION TO APPROVE FAILED ON 11/19/25)**

1 AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND
2 COUNTY GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING
3 AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE), SECTION 101-
4 63 (PRESIDING OFFICER AND RULES FOR DEBATE) OF THE FULTON COUNTY
5 CODE OF ORDINANCES; TO CLARIFY PROCEDURES FOR DESIGNATION OF A
6 PRESIDING OFFICER IN THE ABSENCE OF THE CHAIRMAN AND VICE-
7 CHAIRMAN; AND FOR OTHER PURPOSES.

8
9 **WHEREAS**, the duly elected governing authority of Fulton County (the “County”),
10 Georgia is the Fulton County Board of Commissioners (the “Board”); and

11 **WHEREAS**, the Board has the authority, pursuant to the Constitution of the State
12 of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable ordinances, resolutions, or
13 regulations relating to the County’s affairs for which no provision has been made by
14 general law and which is not inconsistent with the Constitution or any local law
15 applicable thereto; and

16 **WHEREAS**, in conformity with the provisions of the Open Meetings Act,
17 O.C.G.A. § 50-14-1 *et seq.*, the Board enacted certain provisions of its Rules of Order
18 and Procedure (the “Rules”) at its Regular Meeting on January 5, 1994, with said
19 regulations being codified in Chapter 101 (General Provisions and County Governing
20 Authority), Article II (County Governing Authority), Division 2 (Rules of Order and
21 Procedure) of the Fulton County of Ordinances (“Code”) as Section 101-61 *et seq.*; and

22 **WHEREAS**, Section 101-63(a) of the Code currently provides that, when there is
23 an absence of both the chair and the vice-chair, the Board may designate an acting
24 presiding officer; and

25 **WHEREAS**, the orderly conduct of meetings requires that there needs to be a
26 clear and consistent process for identifying a presiding officer to ensure continued
27 operation of County business when both the chair and vice-chair are unavailable; and

28 **WHEREAS**, ambiguity in the current procedure could result in uncertainty or
29 delay in convening and/or continuing meetings in the absence of the Chair and Vice-
30 Chair, thereby impeding the Board's ability to carry out its legislative and administrative
31 duties; and

32 **WHEREAS**, adopting clear rules for the designation of a presiding officer
33 promotes transparency, predictability, and adherence to the established procedures;
34 and

35 **WHEREAS**, the Fulton County Board of Commissioners finds that amending
36 Section 101-63(a) of the Code is in the best interest of the County and necessary to
37 ensure efficient and orderly conduct of its meetings.

38 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
39 Commissioners hereby amends Section 101-63 of the Fulton County Code of
40 Ordinances by adding and striking language to the Code Section as follows:

41 “Sec. 101-63. – Presiding officer and rules for debate.

42 (a) *Generally*. In accordance with the Fulton County Code of Laws, the chair of the
43 board of commissioners is responsible for the orderly conduct of the board during
44 the meeting and serves as the presiding officer. In order to ensure a fair, orderly,
45 and efficient meeting, the chair must enforce the rules of procedure adopted by
46 the board. ~~In the absence of the chair, the vice chair shall preside. Where a~~
47 ~~quorum is present and neither the chair or vice chair is present, the board may~~
48 ~~designate an acting presiding officer.~~ Meetings are conducted in accordance with
49 these procedural rules, applicable state law, and Robert's Rules of Order, Newly
50 Revised. Where a commissioner raises a procedural question and these rules

are silent, and in the absence of a specific statute, ordinance, or resolution, the question shall be resolved in accordance with the provisions of Robert's Rules of Order, Newly Revised, so long as the provision used to answer the question is not in violation of local, state or federal laws.

(1) Where a quorum is present and the chair is absent:

- a. The vice chair shall preside.
- b. If the vice chair is not present, the commissioner with the most seniority shall preside.
- c. If such commissioner is also absent, the presiding officer shall be the next most senior commissioner present, in descending order of seniority.
- d. If two or more commissioners share equal seniority, the presiding officer shall be selected among them by majority vote of the members present.

BE IT FINALLY ORDAINED, that this Ordinance shall become effective when passed and adopted, and that all ordinances and resolutions and parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2025.

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**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Marvin S. Arrington, Jr., Commissioner
(District 5)

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0895

Meeting Date: 12/3/2025

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

Request approval of a Resolution of the Fulton County Board of Commissioners amending policies limiting the use of Fulton County staff for certain events by members of the Fulton County Board of Commissioners; and for other purposes. **(Ellis/Thorne) (HELD ON 11/19/25)**

1 **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS AMENDING**
2 **POLICIES LIMITING THE USE OF FULTON COUNTY STAFF FOR CERTAIN EVENTS**
3 **BY MEMBERS OF THE FULTON COUNTY BOARD OF COMMISSIONERS; AND FOR**
4 **OTHER PURPOSES.**

5
6 **WHEREAS**, the members of the Fulton County Board of Commissioners ("BOC") hold
7 and participate in various events in their districts and throughout Fulton County (the "County") in
8 their roles as elected officials and as representatives of their constituents and the County;
9 and

10 **WHEREAS**, Commissioners often utilize their own office staff to assist with such events
11 but also sometimes seek to utilize the services of staff from other County departments and
12 entities ("County staff") for events, including staff from the Department of External Affairs and
13 FGTV; and

14 **WHEREAS**, the BOC finds it to be in the best interest of the County and County staff
15 for Commissioners to prioritize utilization of their own staff at Commissioner events and limit
16 other County staff involvement at such events; and

17 **WHEREAS**, the BOC finds it to be in the best interest of the County for the BOC to
18 implement certain policies limiting County staff involvement in Commissioner events and
19 instead utilize their own staff; and

20 **WHEREAS**, pursuant to the County's home rule powers found in the Constitution of the
21 State of Georgia, Art. 9, § 2, ¶ 1(a), the BOC is authorized to adopt reasonable ordinances,
22 resolutions, or regulations relating to the County's affairs for which no provision has
23 been made by general law and which are not inconsistent with the Constitution or any
24 local law applicable thereto; and

25 **WHEREAS**, on April 17, 2024, the BOC adopted Resolution 24-0247 setting out policies
26 and limitations for use of County staff by BOC members at events held or participated in by BOC
27 members; and

28 **WHEREAS**, the BOC desires to amend policies limiting Commissioners' use of County

staff at events held or participated in by BOC members to ensure that the use of County staff does not constitute improper use of County resources, does not negatively impact the routine business of the County, does not interfere with the important day-to-day work performed by County staff, and does not result in unnecessary overtime pay.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby amends Resolution 24-0247 by repealing the policies set forth at Exhibit A thereto, and adopting in their place the provisions set forth in Exhibit A, attached hereto and incorporated herein by reference.

BE IT FINALLY RESOLVED, that this Resolution will take effect upon its adoption and all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 5th day of November 2025.

**FULTON COUNTY
BOARD OF COMMISSIONERS**

Sponsored by:

Bob Ellis, Vice Chair (District 2)

ATTEST:

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

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Y. _____ Soo Jo,

County

Attorney

EXHIBIT A

Policies on County Staff Support for Commissioner Events

The following policies are hereby adopted by the Fulton County Board of Commissioners to relieve the burden on County staff as well as prioritize the day-to-day work of the County.

1. Commissioners shall prioritize using their own district staff and budget to support events.
2. Commissioners shall avoid the appearance of using County staff and facilities for campaign purposes. Public outreach about County services should be conducted primarily by individual departments and the Department of External Affairs. Individual Commissioners should generally collaborate and join the efforts of individual departments rather than schedule their own outreach events on behalf of departments.
3. A Commissioner may only request County staff for up to four (4) in-person or virtual town hall events per year. A town hall is defined as an event that is open to the public and hosted by one or more Commissioners, where the Commissioner(s) answer questions presented by members of the public as a significant portion of the event. Town hall events shall take place on weekdays and at a Fulton County facility.
4. Commissioners shall provide any request for County staff participation in support of town hall events in writing to the head of the relevant County department a minimum of 30 days in advance of the event. External Affairs support of such town hall events will be limited to providing publicity and promotion of the event. Department of Real Estate and Asset Management ("DREAM") support of such town hall events will be limited to set-up and tear down, safety controls for equipment or displays and security.
5. County staff selection, participation, and scheduling for town halls is subject to the direction of the department head and not at the direction of an individual commissioner.
6. Department heads may involve County staff, supplies, materials, and equipment for town halls subject to their individual discretion and alignment with departmental goals. Department heads are not obligated to support Commissioner's Town Hall events when it would interfere with their normal operations and departmental goals.
7. Events other than town halls or town halls outside of the limitations noted shall be conducted solely by individual Commissioners and their staff, including funding, set-up, promotion. Commissioners shall not expect County staff to attend or provide supplies, materials, and equipment to such events or events held by a municipality, government agency (other than Fulton County), non-profit, or commercial organization, or to any vendor fairs, NPU meetings/events, grand openings, or ribbon cuttings.
8. County staff shall not be used to boost coverage of a Commissioner's attendance at third party events. For purposes of this section, a third-party event is defined as an event that is not held or funded by a County department or where the event is not approved, held or supported by the full Board of Commissioners. County staff should also not be requested to prepare materials or goody bags for Commissioners

to take to third party events.

9. Events conducted by individual departments and the Department of External Affairs on behalf of the County of individual departments shall be promoted as County sponsored or events sponsored by the full Board of Commissioners.

**A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS AMENDING
POLICIES LIMITING THE USE OF FULTON COUNTY STAFF FOR CERTAIN EVENTS BY
MEMBERS OF THE FULTON COUNTY BOARD OF COMMISSIONERS; AND FOR OTHER
PURPOSES.**

WHEREAS the members of the Fulton County Board of Commissioners ("BOC") hold and participate in various events in their districts and throughout Fulton County (the "County") in their roles as elected officials and as representatives of their constituents and the County; and

WHEREAS Commissioners often utilize their own office staff to assist with such events but also sometimes seek to utilize the services of staff from other County departments and entities ("County staff") for events, including staff from the Department of External Affairs and FGTV; and

WHEREAS the BOC finds it to be in the best interest of the County and County staff for Commissioners to prioritize utilization of their own staff at Commissioner events and limit other County staff involvement at such events; and

WHEREAS the BOC finds it to be in the best interest of the County for the BOC to implement certain policies limiting County staff involvement in Commissioner events and instead utilize their own staff; and

WHEREAS, pursuant to the County's home rule powers found in the Constitution of the State of Georgia, Art. 9, § 2, ¶ 1(a), the BOC is authorized to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which are not inconsistent with the Constitution or any local law applicable thereto; and

WHEREAS, on April 17, 2024, the BOC adopted Resolution 24-0247 setting out policies and limitations for use of County staff by BOC members at events held or participated in by BOC members; and

WHEREAS, the BOC desires to amend policies limiting Commissioners' use of County staff at events held or participated in by BOC members to ensure that the use of County staff does not constitute improper use of County resources, does not negatively impact the routine business of the County, does not interfere with the important day-to-day work performed by County staff, and does not result in unnecessary overtime pay.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby amends Resolution 24-0247 by repealing the policies set forth at Exhibit A thereto, and

adopting in their place the provisions set forth in Exhibit A, attached hereto and incorporated herein by reference.

BE IT FINALLY RESOLVED that this Resolution will take effect upon its adoption and all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 3rd day of December 2025.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

Bob Ellis, Vice Chair (District 2)

ATTEST:

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

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63 Y. Soo Jo, County Attorney

EXHIBIT A

Policies on County Staff Support for Commissioner Events

The following policies are hereby adopted by the Fulton County Board of Commissioners to relieve the burden on County staff (other than Commissioners' staff) as well as prioritize the day-to-day work of the County.

1. Commissioners shall prioritize using their own district staff and budget to support events.
2. Commissioners shall avoid the appearance of using County staff and facilities for campaign purposes. Public outreach about County services should be conducted primarily by individual departments and the Department of External Affairs. Individual Commissioners should generally collaborate and join the efforts of individual departments rather than schedule their own outreach events on behalf of departments.
3. A Commissioner may only request County staff participation for up to four (4) in-person or virtual town hall events per year. A Town Hall is defined as an event that is open to the public and hosted by one or more Commissioners, where the Commissioner(s) answer questions presented by members of the public as a significant portion of the event. Town Hall events that utilize county staff shall take place on weekdays and at a Fulton County facility. Note that this provision only places limitations on Town Hall events that utilize County staff. Commissioners may use their district staff to conduct as many Town Hall events as desired at any location and time of their choosing.
4. Commissioners shall provide any request for County staff participation in support of Town Hall events in writing to the head of the relevant County department a minimum of 30 days in advance of the event. External Affairs support of such town hall events will be limited to providing publicity and promotion of the event. Department of Real Estate and Asset Management ("DREAM") support of such town hall events will be limited to set-up and tear down, safety controls for equipment or displays and security.

5. County staff selection, participation, and scheduling for Town Halls is subject to the direction of the department head and not at the direction of an individual commissioner.
6. Department heads may involve County staff, supplies, materials, and equipment for Town Halls subject to their individual discretion and alignment with departmental goals. Department heads are not obligated to support a Commissioner's Town Hall events when it would interfere with their normal operations and departmental goals.
7. Events other than Town Halls or Town Halls outside of the limitations noted shall be conducted solely by individual Commissioners and their staff, including funding, set-up, and promotion. Commissioners shall not expect County staff to attend or provide supplies, materials, and equipment to such events or events held by a municipality, government agency (other than Fulton County), non-profit, or commercial organization, or to any vendor fairs, NPU meetings/events, grand openings, or ribbon cuttings.
8. County staff shall not be used to boost coverage of a Commissioner's attendance at third party events. For purposes of this section, a third-party event is defined as an event that is not held or funded by a County department or where the event is not approved, held or supported by the full Board of Commissioners. County staff should also not be requested to prepare materials or goody bags for Commissioners to take to third party events.
9. Events conducted by individual departments and the Department of External Affairs on behalf of the County or individual departments shall be promoted as County sponsored or events sponsored by the full Board of Commissioners.
10. No part of this resolution will prevent Fulton County Police or any other security personnel from attending any Commissioners' event in the numbers deemed necessary for adequate safety and security.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0897

Meeting Date: 12/3/2025

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

Request approval of a Resolution by the Fulton County Board of Commissioners directing the County Manager to work with Select Fulton and the Fulton County Development Authority to develop a Senior Property Tax Relief Program; and for other purposes. **(Ivory) (MOTION TO APPROVE FAILED ON 11/19/25)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **DIRECTING THE COUNTY MANAGER TO WORK WITH SELECT FULTON AND**
3 **THE FULTON COUNTY DEVELOPMENT AUTHORITY TO DEVELOP A SENIOR**
4 **PROPERTY TAX RELIEF PROGRAM; AND FOR OTHER PURPOSES.**
5

6 **WHEREAS**, the Fulton County Board of Commissioners remains committed to
7 ensuring that all residents, particularly senior homeowners on fixed incomes, are able to
8 remain in their homes and communities as Fulton County continues to grow and
9 develop; and

10 **WHEREAS**, housing affordability and stability remain among the most pressing
11 challenges facing Fulton County, with many senior residents experiencing financial
12 hardship due to rising property values, increasing property taxes, and escalating
13 housing-related costs; and

14 **WHEREAS**, maintaining stable housing for senior residents helps preserve
15 community cohesion, reduces homelessness risk, and promotes better health and
16 quality of life outcomes; and

17 **WHEREAS**, the Board recognizes the importance of proactive measures to
18 mitigate displacement pressures and to support programs that assist senior
19 homeowners in maintaining ownership and stability of their homes; and

20 **WHEREAS**, the Fulton County Development Authority was established in 1973
21 for the purpose of developing and promoting, for the public good and general welfare,
22 trade, commerce, industry, and employment opportunities in said county, thereby
23 promoting the welfare of its citizens; and

24 **WHEREAS**, Select Fulton was established in 2016, and both the Fulton County
25 Development Authority and Select Fulton serve as key partners in advancing

community development, attracting investment, and improving the quality of life for residents through strategic programs and partnerships; and

WHEREAS, the collaboration among Fulton County, the Fulton County Development Authority, and Select Fulton would allow for the development of an anti-displacement initiative designed to assist senior homeowners who are cost-burdened or at risk of losing their homes due to increased property taxes or related housing expenses.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby directs the County Manager to work in coordination with the Chief Operating Officer, the Fulton County Development Authority, and Select Fulton to evaluate, design, and implement a program aimed at providing property tax relief and housing stability for senior residents of Fulton County; and

BE IT FURTHER RESOLVED, that the County Manager and Chief Operating Officer, in collaboration with the Fulton County Development Authority and Select Fulton, are hereby directed to identify or facilitate the creation of a non-profit fund to serve as a dedicated source of revenue for the aforementioned program, which may be established as part of, or in connection with, a future development agreement or other partnership supporting housing affordability and community stability; and

BE IT FURTHER RESOLVED that the County Manager and the Chief Operating Officer shall jointly provide the Board of Commissioners with a proposed framework outlining the program's structure, eligibility criteria, administrative procedures, and funding recommendations for the Board's consideration and approval no later than the second regular meeting in February 2026; and

BE IT FURTHER RESOLVED that the County Manager, in collaboration with the Fulton County Development Authority and Select Fulton, shall ensure that the program is designed to support senior homeowners facing increased property tax burdens and housing cost pressures, with the goal of preserving homeownership, preventing displacement, and maintaining community stability; and

BE IT FINALLY RESOLVED that all other County departments deemed appropriate by the County Manager are authorized and directed to cooperate in the development and implementation of this initiative to ensure its success in promoting housing stability for Fulton County's senior residents.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia this _____ day of _____, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Mo Ivory, Commissioner
(District 4)

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0935

Meeting Date: 12/3/2025

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

Request approval of a Resolution to affirm that reproductive rights are human rights; to condemn the criminalization of abortion and related services; to urge the Georgia State Legislature to repeal the six-week abortion ban that endangers lives, and for other purposes. **(Barrett)**

1 **A RESOLUTION TO AFFIRM THAT REPRODUCTIVE RIGHTS ARE HUMAN**
2 **RIGHTS; TO CONDEMN THE CRIMINALIZATION OF ABORTION AND RELATED**
3 **SERVICES; TO URGE THE GEORGIA STATE LEGISLATURE TO REPEAL THE SIX-**
4 **WEEK ABORTION BAN THAT ENDANGERS LIVES, AND FOR OTHER PURPOSES.**

5 **WHEREAS**, on June 24, 2022, the United States Supreme Court in *Dobbs v.*
6 *Jackson Women’s Health Organization*, (597 U.S. 215 (2022)) overturned *Roe v. Wade*,
7 (410 U.S. 113 (1973)) and *Planned Parenthood v. Casey*, (50 U.S. 833 (1992)), and
8 eliminated the Federal constitutional right to abortion in the United States; and

9 **WHEREAS**, Georgia’s Six-Week Abortion Ban (HB 481) was signed into law on
10 May 7, 2019, and, after a series of court challenges, became enforceable on July 20,
11 2022, following the *Dobbs* decision; and

12 **WHEREAS**, the very real fear of criminalization and prosecution under Georgia’s
13 Six-Week Abortion Ban is keeping women in Georgia from seeking care and doctors
14 from providing it; and

15 **WHEREAS**, at least two metro-Atlanta women, Amber Thurman and Candi
16 Miller, have already died as a result of Georgia’s Six-Week Abortion Ban while others
17 have been forced to carry nonviable pregnancies to term; and

18 **WHEREAS**, women who miscarry in Georgia are being denied critical treatment,
19 and risk being criminalized for seeking life-saving care; and

20 **WHEREAS**, no doctor, nurse, or other healthcare professional should be
21 criminalized for providing essential health care; and

22 **WHEREAS**, punishing women for how their pregnancy ends, for the
23 circumstances of their pregnancy, or for accessing essential reproductive and sexual
24 health care violates their human rights; and

25 **WHEREAS** the number of Georgia women traveling out of state for abortions
26 spiked from 250 in 2021 to more than 9,000 in 2023; and

27 **WHEREAS** the need to travel out of state for reproductive care is not financially
28 or logistically viable for many; and

29 **WHEREAS**, Georgia’s abortion ban is inherently discriminatory as it
30 disproportionately harms patients who are Black, younger, and in lower socioeconomic
31 status groups; and

32 **WHEREAS**, the Fulton County Board of Commissioners (BOC) is committed to
33 addressing health inequity and improving health outcomes, and passed Resolution 25-
34 0896 to address maternal and infant mortality rates; and

35 **WHEREAS**, the BOC is committed to ensuring the human rights of all its citizens
36 and recognizes that treaties ratified by the United States should be upheld at the
37 Federal, State, and local level as they are considered the “supreme Law of the Land”
38 under clause 2 of Article VI of the United States Constitution; and

39 **WHEREAS**, the United States is bound by the International Covenant on Civil
40 and Political Rights, ratified on June 8, 1992, which protects the rights to life, privacy,
41 equality, and freedom from cruel or inhuman treatment—rights that international experts
42 have repeatedly affirmed apply to women’s access to safe and timely reproductive
43 healthcare; and

44 **WHEREAS**, the United States is bound by the Convention on the Elimination of
45 All Forms of Racial Discrimination, ratified on October 21, 1994, which requires
46 governments to prevent racial disparities in healthcare and ensure equal access to
47 medical care, including reproductive and maternal health services; and

48 **WHEREAS**, the United States is bound by the Convention Against Torture,
49 ratified on October 21, 1994, which prohibits government actions that cause severe
50 physical or mental suffering, and has been interpreted to include the denial of essential
51 reproductive healthcare when it endangers a woman’s health or life; and

52 **WHEREAS**, in 1948, the United Nations General Assembly—including the United
53 States—adopted the Universal Declaration of Human Rights, establishing universal
54 rights and freedom for all people, regardless of race, color, religion, sex, language,
55 political opinion, national origin, or other status,

56 **NOW THEREFORE BE IT RESOLVED**, that the Fulton County Board of
57 Commissioners affirms that reproductive rights are human rights and recognizes that
58 defending these rights is a necessary part of its long-standing commitment to the health
59 and wellbeing of its citizens.

60 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
61 condemns the criminalization of reproductive care, and abortion and related services.

62 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
63 urges the Georgia General Assembly and the Governor of Georgia to repeal the harmful
64 and life-threatening six-week abortion ban.

65 **BE IT FURTHER RESOLVED**, that upon adoption, that the Clerk to the
66 Commission is directed to send copies of this Resolution to each member of the
67 Georgia General Assembly, including to the Fulton County delegation to the Georgia
68 House of Representatives.

69 **BE IT FINALLY RESOLVED** that this Resolution shall become effective upon its
70 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution,

71 are hereby repealed to the extent of the conflict.

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

73 Georgia, this 3rd day of December, 2025.

74 **FULTON COUNTY**
75 **BOARD OF COMMISSIONERS**

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77 **Sponsored by:**

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80 _____
81 Dana Barrett, Commissioner
82 (District 3)

83 **ATTEST:**

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88 Tonya R. Grier,
89 Clerk to the Commission

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91 **APPROVED AS TO FORM:**

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96 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0936

Meeting Date: 12/3/2025

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

Request approval of a Resolution to establish a Fulton County Women's Commission to advise the Board of Commissioners on policies, strategies, and community partnerships that advance gender equity and address the systemic barriers impacting women; and for other purposes. **(Barrett)**

1 **A RESOLUTION TO ESTABLISH A FULTON COUNTY WOMEN’S COMMISSION TO**
2 **ADVISE THE BOARD OF COMMISSIONERS ON POLICIES, STRATEGIES, AND**
3 **COMMUNITY PARTNERSHIPS THAT ADVANCE GENDER EQUITY AND ADDRESS**
4 **THE SYSTEMIC BARRIERS IMPACTING WOMEN; AND FOR OTHER PURPOSES.**

5 **WHEREAS**, Fulton County recognizes that women are foundational to the strength
6 of families, communities, the workforce, and civic life, yet continue to face significant and
7 systemic barriers to realizing political leadership, professional advancement, safety, and
8 overall well-being; and

9 **WHEREAS**, women make up more than half of Fulton County’s population, and
10 their full participation in the workforce and community life is essential to the County’s
11 social and economic prosperity; and

12 **WHEREAS**, women in Fulton County experience disproportionate health risks and
13 face inequities in access to quality care due to a dysfunctional health system that has
14 historically prioritized men’s bodies and underfunded research on women’s health; and

15 **WHEREAS**, the State of Georgia’s maternal mortality rate is among the highest in
16 the nation, with nearly 38 women¹ per 100,000 live births dying during pregnancy and
17 childbirth, largely from preventable causes, and Black women dying at a rate 3 times that
18 of white women; and

19 **WHEREAS**, Morehouse School of Medicine’s 2023 Project Care study identified
20 an alarming shortage of women’s health care providers in the south part of Fulton County,
21 disproportionately impacting Black women and contributing to worse health outcomes
22 compared to North Fulton; and

23 **WHEREAS**, Georgia’s HB481 has increased the risks for pregnant women by
24 deterring medical providers from delivering timely care during miscarriages, ectopic

1 pregnancies, and life-threatening complications, forcing women to seek emergency
2 treatment out of state, or suffer until they are near death before receiving care; and

3 **WHEREAS**, 70% of domestic violence survivors² are women and 1 out of every 3
4 women³ experience sexual violence at least once during their lifetime (the rate is likely
5 higher due to underreporting); and

6 **WHEREAS**, women face barriers returning to the workforce after family leave due
7 to insufficient access to affordable childcare, paid leave, and workplace accommodations,
8 creating long-term effects on their earnings, career progression, and retirement security;
9 and

10 **WHEREAS**, restrictions on abortion and efforts to limit contraception access
11 undermine women's right to make decisions about their own bodies and may derail their
12 pursuit of educational opportunities and economic mobility; and

13 **WHEREAS**, women are highly educated, often surpassing men in educational
14 attainment, yet they continue to earn less than men, on average, and miss out on
15 leadership positions and economic opportunities; and

16 **WHEREAS**, in Georgia, women earn 88 cents for every dollar earned by men,
17 while Black women earn only 58 cents⁴ for every dollar earned by white men; and

18 **WHEREAS**, only 11% of Fortune 500 companies are led by women CEOs⁵; and

19 **WHEREAS**, women remain underrepresented in government leadership across
20 Georgia, holding just 34.8%⁶ of the 236 seats in the Georgia Assembly and 43% of the
21 positions for mayor and city council⁷ across Fulton County's 15 cities; and

1 **WHEREAS**, around 160 women’s commissions exist across the United States,
2 including the Georgia Commission on Women established in 1992 and the City of
3 Atlanta’s Women’s Commission founded in 2000; and

4 **WHEREAS**, the Fulton County Board of Commissioners routinely establishes
5 advisory councils and commissions to provide expert guidance, community engagement,
6 and policy recommendations on critical public issues; and

7 **WHEREAS**, Fulton County has long set the standard in the state for social and
8 economic progress, and as a leader, it aims to demonstrate its commitment to women by
9 establishing a women’s commission; and

10 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
11 Commissioners hereby establishes the Fulton County Women’s Commission.

12 **BE IT FURTHER RESOLVED**, that the Women’s Commission shall serve as an
13 advisory body to the Board of Commissioners, providing recommendations for strategies,
14 policies, funding initiatives, and community partnerships that will improve the lives of
15 women in Fulton County.

16 **BE IT FURTHER RESOLVED**, that the Women’s Commission will address issues
17 including but not limited to women’s rights, access to healthcare and health outcomes,
18 and economic security and gender equity in the workplace.

19 **BE IT FURTHER RESOLVED**, that the Women’s Commission shall comprise 12
20 members who collectively represent expertise across women’s health, mental health,
21 economic development, civil rights, housing, gender-based violence prevention, public
22 safety, immigration services, and community advocacy.

23 **BE IT FURTHER RESOLVED**, that each of the Fulton County Commissioners,

1 including the Chairman, shall appoint two members to serve on the Women's
2 Commission.

3 **BE IT FURTHER RESOLVED**, that the Women's Commission may create
4 subcommittees that include nonprofit organizations and community members to enhance
5 the commission's mix of expertise and to support the commission's work.

6 **BE IT FURTHER RESOLVED**, that members of the Women's Commission shall
7 serve staggered terms, in that each Commissioner's first appointee shall serve an initial
8 term of three (3) years and the second appointee shall serve an initial term of two (2)
9 years.

10 **BE IT FURTHER RESOLVED**, that after these initial terms, county Commissioners
11 may reappoint or appoint new members for two (2) year terms.

12 **BE IT FURTHER RESOLVED**, that the County Manager will assign a department
13 and/or individual to provide administrative support to the Women's Commission, including
14 reserving meeting space, serving as the commission's initial point of contact, and liaising
15 between the Women's Commission and county management.

16 **BE IT FINALLY RESOLVED**, that within the first six (6) months of convening, the
17 Women's Commission shall present to the Board of Commissioners its proposed
18 governance structure, bylaws, strategic objectives, and a two-year action plan.

19 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
20 Georgia, this 3rd day of December 2025.

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22 **FULTON COUNTY**
23 **BOARD OF COMMISSIONERS**

24 **Sponsored by:**
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Dana Barrett, Commissioner
(District 3)

ATTEST:

Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

¹ Georgia Department of Public Health, Maternal Mortality Fact Sheet 2020-2022. www.dph.ga.gov/maternal-mortality

² Georgia Commission Family Violence <https://gcfv.georgia.gov/resources/data>

³ CDC <https://www.cdc.gov/sexual-violence/about/index.html>

⁴ Institute for Women's Policy Research (2023). <https://iwpr.org/wp-content/uploads/2023/07/Black-Womens-Age-Gap-Fact-Sheet-2023-Final-1.pdf>

⁵ Women Business Collaborative (2025). <https://www.wbcollaborative.org/women-ceo-report/#~:text=As%20of%20June%2030%2C%202025,%2Dover%2Dyear%20since%202023.>

⁶ AJC <https://www.ajc.com/politics/georgia-legislature-convenes-with-a-more-diverse-crop-of-lawmakers/ZQR3BCM6E5AWLNBUCAGJI2YYJA/?>

⁷ Based on [data collection](#) from the websites of Fulton County's fifteen cities.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0937

Meeting Date: 12/3/2025

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

Request approval of a Resolution to establish a “Healthy Women, Healthy Families” grant program in Fulton County; to provide \$1M in annual funding for the grant program to fund organizations focused on improving women’s health outcomes and ensuring access to quality care; and for other purposes. (Barrett)

1 **A RESOLUTION TO ESTABLISH A “HEALTHY WOMEN, HEALTHY FAMILIES”**
2 **GRANT PROGRAM IN FULTON COUNTY; TO PROVIDE \$1M IN ANNUAL FUNDING**
3 **FOR THE GRANT PROGRAM TO FUND ORGANIZATIONS FOCUSED ON**
4 **IMPROVING WOMEN’S HEALTH OUTCOMES AND ENSURING ACCESS TO**
5 **QUALITY CARE; AND FOR OTHER PURPOSES.**

6 **WHEREAS**, the Fulton County Board of Commissioners is committed to improving
7 the health and well-being of all its residents and recognizes that women face significant
8 and well-documented health disparities across a broad range of conditions including
9 chronic disease, maternal health, cancer, mental health, and gender-based violence; and

10 **WHEREAS**, women’s health research remains severely underfunded, limiting
11 evidence-based care and constraining the development of treatments and interventions
12 for conditions that disproportionately affect women; and

13 **WHEREAS**, the health of women is directly linked to the health and stability of their
14 families, as women disproportionately serve as caregivers and often manage medical,
15 nutritional, and emotional support for children, partners, and aging parents; and

16 **WHEREAS**, Georgia consistently ranks near the bottom nationally for women’s
17 health access, affordability, and outcomes, reflecting systemic underinvestment in
18 women’s health services and community-based health support; and

19 **WHEREAS**, heart disease is the leading cause of death for women in Georgia, yet
20 women are less likely than men to be diagnosed promptly and are up to 50% less likely
21 to receive recommended treatments such as stents or bypass surgery after a heart attack;
22 and

23 **WHEREAS**, breast cancer is the leading cause of cancer-related death among
24 Georgia women, cervical cancer mortality remains preventable yet disproportionately
25 impacts Black women, and ovarian cancer has a five-year survival rate of roughly 49%
26 when diagnosed at later stages; and

1 **WHEREAS**, domestic violence remains a major threat to women’s health as 70%
2 of reported victims in Georgia are women, and homicide is the leading cause of death for
3 pregnant and postpartum women; and

4 **WHEREAS**, Georgia’s maternal mortality rate of 37.9 deaths per 100,000 live
5 births remains among the highest in the nation, with the vast majority of these deaths
6 being preventable and Black women dying at more than twice the rate of white women;
7 and

8 **WHEREAS**, Georgia’s Six-Week Abortion Ban has created confusion and fear of
9 prosecution among health care providers regarding emergency exceptions and has
10 resulted in delays or denial of medically necessary, life-saving care; and

11 **WHEREAS**, Fulton County has been under a Healthcare State of Emergency since
12 November of 2022 (Resolution 22-0830) due to the closure of two hospitals in south
13 Fulton County, which resulted in the loss of many women’s specialists and a birthing
14 center in that area and further exacerbated the disparity in health access and outcomes
15 for women in Fulton County; and

16 **WHEREAS**, the Fulton County Board of Commissioners has established a strong
17 precedent for addressing critical issues facing our citizens by funding community partners
18 through grant programs designed to advance public health, safety, and community well-
19 being.

20 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
21 Commissioners hereby establishes the Healthy Women, Healthy Families Grant Program
22 to strengthen and expand access to high-quality health services for women across Fulton
23 County.

1 **BE IT FURTHER RESOLVED**, the Healthy Women, Healthy Families Grant
2 Program will follow the structure and operational framework of the Community Services
3 Program (CSP) and will provide **\$1,000,000** annually in grants to eligible women’s health
4 organizations serving women residing in Fulton County.

5 **BE IT FURTHER RESOLVED**, that organizations who provide services, support,
6 or advocacy related to reproductive health, maternal health, women’s cancers, mental
7 health, senior women’s health, gender-based violence prevention, chronic disease
8 management, or any other condition that uniquely or disproportionately impacts women
9 may apply for grants from \$50,000 to \$100,000.

10 **BE IT FURTHER RESOLVED**, that if passed under separate resolution, the newly
11 established Fulton County Women’s Commission is to serve as the selection committee
12 for the grant awards.

13 **BE IT FINALLY RESOLVED**, that the County Manager shall deliver a full
14 implementation plan, including eligibility criteria, application processes, and performance
15 measures to the Board of Commissioners by no later than April 1, 2026, so that the 2026
16 grant process can be completed and awards made by the end of 2026.

17 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
18 Georgia, this 3rd day of December 2025.

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23 **FULTON COUNTY**
24 **BOARD OF COMMISSIONERS**

25 **Sponsored by:**
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Dana Barrett, Commissioner
(District 3)

ATTEST:

Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0938

Meeting Date: 12/3/2025

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

Request approval of a Resolution of the Fulton County Board of Commissioners establishing a program to provide funding to non-profit and other community services organizations to carry out programs and services for individuals who come into contact with the Fulton County Justice System; directing the County Manager to establish necessary policies and procedures for the program; directing the County Manager and Director of Finance to designate no less than \$3,000,000.00 for the program for Fiscal Year 2026; and for other purposes. **(Ivory)**

1 A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS
2 ESTABLISHING A PROGRAM TO PROVIDE FUNDING TO NON-PROFIT AND OTHER
3 COMMUNITY SERVICES ORGANIZATIONS TO CARRY OUT PROGRAMS AND
4 SERVICES FOR INDIVIDUALS WHO COME INTO CONTACT WITH THE FULTON
5 COUNTY JUSTICE SYSTEM; DIRECTING THE COUNTY MANAGER TO ESTABLISH
6 NECESSARY POLICIES AND PROCEDURES FOR THE PROGRAM; DIRECTING THE
7 COUNTY MANAGER AND DIRECTOR OF FINANCE TO DESIGNATE NO LESS THAN
8 \$3,000,000.00 FOR THE PROGRAM FOR FISCAL YEAR 2026; AND FOR OTHER
9 PURPOSES.

10 WHEREAS, O.C.G.A. § 36-1-19.1 authorizes the Fulton County Board of
11 Commissioners to provide for the appropriation of money for and the making of grants or
12 contributions to any corporation, association, institution, or individual for purely charitable
13 purposes, provided that the activities funded by any such grants or contributions shall
14 take place within Fulton County and the contributions are delivered in the form of a
15 contract for services; and

16 WHEREAS, the Fulton County Board of Commissioners aims to promote access
17 to information, assistance, and support for individuals who come into contact with the
18 various departments and agencies that make up the Fulton County Justice System,
19 including the Superior Court, State Court, Magistrate Court, Probate Court, Juvenile
20 Court, District Attorney, Solicitor General, Public Defender, Sheriff's Office, and/or Police
21 Department (collectively, the "Justice Partners"); and

22 WHEREAS, the Fulton County Board of Commissioners recognizes that access to
23 supportive and legal services promotes the fair and just adjudication of court cases and
24 empowers residents to approach any legal issue with confidence, both in and outside the
25 courtroom; and

1 **WHEREAS**, numerous non-profit and community services organizations within
2 Fulton County have experience providing resources, information, programming, and
3 advice to the public regarding the Fulton County Justice System; and

4 **WHEREAS**, facilitating connections which such organizations will improve
5 efficiency and alleviate the burden on staff to provide information to the public; and

6 **WHEREAS**, it is in the best interest of Fulton County to establish a program for the
7 purpose of granting funding to organizations that provide services to those who interact
8 with the Fulton County Justice System; and

9 **WHEREAS**, the Fulton County Board of Commissioners recognizes that any gaps
10 between the community's needs and the services provided by the Justice Partners
11 decreases public trust in the Fulton County Justice System, and by creating the program
12 described herein demonstrates Fulton County's commitment to meet the needs of the
13 community; and

14 **WHEREAS**, the Fulton County Board of Commissioners recognizes that the
15 Justice Partners are best situated to evaluate and recommend which organizations meet
16 the needs of individuals interacting with their respective departments and agencies.

17 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
18 Commissioners hereby establishes a program (the "Program") by which the Justice
19 Partners will jointly receive, evaluate, and recommend proposals from non-profit and
20 community service organizations to carry out programs and services within Fulton County
21 for individuals who come into contact with the Fulton County Justice System, where any
22 resulting recommendations shall be provided to the Fulton County Board of
23 Commissioners for final approval of any award.

BE IT FURTHER RESOLVED, that the County Manager, in consultation with the Justice Partners, shall establish such policies and procedures as are necessary to facilitate the Program.

BE IT FURTHER RESOLVED, that the County Manager and the Director of Finance shall designate no less than \$3,000,000.00 of the Non-Agency budget for FY2026 for purposes of funding the Program.

BE IT FINALLY RESOLVED, that this Resolution will take effect upon its adoption, and that all ordinances, resolutions, and parts of ordinances and resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia, this 3rd day of December, 2025.

**FULTON COUNTY BOARD
OF COMMISSIONERS**

Sponsored by:

Moraima Ivory, Commissioner
(District 4)

ATTEST:

Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0939

Meeting Date: 12/3/2025

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

Request approval of a Resolution by the Fulton County Board of Commissioners supporting its ability to govern local affairs and urging the Georgia General Assembly to preserve the Board of Commissioners' involvement in matters affecting Fulton County residents. **(Ivory)**

1 A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS
2 SUPPORTING ITS ABILITY TO GOVERN LOCAL AFFAIRS AND URGING THE
3 GEORGIA GENERAL ASSEMBLY TO PRESERVE THE BOARD OF
4 COMMISSIONERS' INVOLVMENT IN MATTERS AFFECTING FULTON COUNTY
5 RESIDENTS.
6

7 **WHEREAS**, according to the Georgia Supreme Court, “[f]undamental principles
8 embodied in our constitution dictate that the people control their government...This is
9 accomplished through elected representatives to whom is delegated, subject to
10 constitutional limitation, the power to regulate and administer public affairs, including the
11 power to provide for the selection of public officers”; and

12 **WHEREAS**, county boards of commissions operate as the governing authority of
13 a county and the members of those boards are elected by the residents of that county;
14 and

15 **WHEREAS**, the creation of county boards of commissioners recognizes that local
16 affairs are best governed by local officials; and

17 **WHEREAS**, preserving a measure of local discretion is essential to maintaining
18 accountability, transparency, and responsiveness in the administration of local matters
19 affecting local residents; and

20 **WHEREAS**, local affairs should not be delegated to private organizations or
21 individuals who are not directly accountable to local residents; and

22 **WHEREAS**, the Fulton County Board of Commissioners (“BOC”) is the duly
23 elected governing authority of Fulton County, Georgia; and

24 **WHEREAS**, the members of the BOC are elected by and accountable to the
25 residents of Fulton County; and

26 **WHEREAS**, the members of the BOC are expected to act in the best interests of
27 the residents of Fulton County regardless of their political affiliation; and

28 **WHEREAS**, the BOC believes that decisions regarding local affairs and matters
29 affecting Fulton County residents should remain with the BOC, which is closest to the
30 communities affected; and

31 **WHEREAS**, eliminating or restricting the BOC's discretion or involvement in local
32 affairs could lead to decisions affecting Fulton County residents that do not adequately
33 represent the standards and expectations of Fulton County residents; and

34 **WHEREAS**, the BOC finds it in the best interests of Fulton County and its residents
35 to preserve the BOC's involvement in matters affecting Fulton County residents.

36 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
37 Commissioners hereby supports its ability to govern local affairs.

38 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
39 urges the Georgia General Assembly to preserve the Fulton County Board of
40 Commissioners' involvement in matters affecting Fulton County residents.

41 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
42 opposes any legislation that would eliminate or significantly restrict its discretion in
43 governing local affairs.

44 **BE IT FURTHER RESOLVED**, that the Clerk to the Board of Commissioners is
45 directed to transmit a copy of this Urging Resolution to the members of the Fulton County
46 legislative delegation and to the leadership of the Georgia House of Representatives and
47 Senate.

48 **BE IT FINALLY RESOLVED THAT**, this Resolution shall become effective upon
49 adoption.

50 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
51 Georgia, this 3rd day of December, 2025.

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54 **FULTON COUNTY BOARD OF**
55 **COMMISSIONERS**

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57 **Sponsored by:**
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62 Moraima Ivory, Commissioner
63 (District 4)
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67 ATTEST:
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72 Tonya R. Grier
73 Clerk to the Commission
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78 APPROVED AS TO FORM:
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82 Y. Soo Jo
83 County Attorney
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0940

Meeting Date: 12/3/2025

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

Request approval of a Resolution by the Fulton County Board of Commissioners approving the purchase of Automated External Defibrillators (AEDS) for use by the Fulton County Police Department and for other purposes. **(Pitts)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **APPROVING THE PURCHASE OF AUTOMATED EXTERNAL DEFIBRILLATORS**
3 **(AEDS) FOR USE BY THE FULTON COUNTY POLICE DEPARTMENT AND FOR**
4 **OTHER PURPOSES.**

5
6 **WHEREAS** the Fulton County Board of Commissioners recognizes its responsibility to
7 protect and preserve the health, safety, and welfare of all county residents and visitors; and

8 **WHEREAS** a sudden cardiac arrest is a time-sensitive medical emergency in which
9 prompt access to an AED, in conjunction with Cardiopulmonary Resuscitation (CPR), is crucial
10 for increasing the chances of survival; and

11 **WHEREAS** research shows that for every minute that defibrillation is delayed, the chance
12 of survival decreases by approximately 10%; and

13 **WHEREAS** law enforcement officers are frequently the first to arrive on the scene of
14 medical emergencies, and equipping them with AEDs can significantly reduce response time for
15 emergency medical care; and

16 **WHEREAS** the Fulton County Police Department needs AEDs to be deployed in its patrol
17 vehicles and at its offices; and

18 **WHEREAS** the purchase of said AEDs will align with best practices for law enforcement
19 agencies and is consistent with the county's commitment to providing a high level of public safety
20 services; and

21 **WHEREAS** funding for the purchase in the approximate amount of \$225,000 is available
22 from opioid settlement funds.

23 **NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners
24 hereby authorizes and approves the purchase of AEDs for a total cost not to exceed \$225,000 for
25 the Fulton County Police Department; and

1 **BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute
2 all necessary contracts, purchase orders, or other documents required to procure the AEDs, in
3 accordance with the county's established purchasing policies and procedures; and

4 **BE IT FURTHER RESOLVED** that the Fulton County Police Department shall be
5 responsible for ensuring that all personnel who are expected to use the AEDs receive proper
6 training in CPR and AED, and

7 **BE IT FURTHER RESOLVED** that the Police Department shall establish and maintain
8 a policy for the proper storage, maintenance, inspection, and use of all AEDs, in accordance with
9 manufacturer guidelines and state regulations.

10 **BE IT FINALLY RESOLVED** that this Resolution shall take effect immediately upon
11 adoption.

12 **PASSED AND ADOPTED** by the Fulton County Board of Commissioners, this 5th day
13 of November, 2025.

14 **FULTON COUNTY BOARD OF**
15 **COMMISSIONERS**

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17 **SPONSORED BY:**

18 _____
19 Robert L. Pitts, Chairman (At-Large)
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21 ATTEST:

22 _____
23 Tonya R. Grier, Clerk to the Commission
24

25 APPROVED AS TO FORM:

26 _____
27 Y. Soo Jo, County Attorney
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0941

Meeting Date: 12/3/2025

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

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