

FULTON COUNTY GEORGIA

2022 FINAL ADOPTED BUDGET



FULTON
COUNTY

JANUARY 19 2022

Table of Contents

	Page
Introduction	2
Budget Resolution	3
FY2022 Proposed Budget Memo All Funds	4
January 5, 2022	
FY2021 Year End Results and Changes to the FY2022 Proposed Budget (Revised FY2022 Proposed Budget)	35
Special Appropriation Memo Adjustment	43
January 19, 2022	
Changes to the Revised FY2022 Proposed Budget	44
Final Changes to the Revised 2022 Proposed Budget	47
Fund Synopsis	48
FY2022 Adopted Budget Summary	50
Adopted Budget - Fund Schedules	
General Fund	51
Airport Fund	52
Water Revenue and Renewal Fund	53-54
Fulton Industrial Fund	55
Emergency Communications	56
Bond Fund	57
Risk Management	58
Special Appropriation Funds	59
New Position List	65-84
Annual Hardware and Software Maintenance List	85-102

INTRODUCTION TO THE FY2022 ADOPTED BUDGET BOOKLET

Fulton County's FY2022 Final Adopted Budget was approved by the Board of Commissioners on January 19, 2022. This budget includes all recommendations outlined in the FY2022 Proposed Budget submitted on November 15, 2021, and recommended amendments approved on January 5 and January 19, 2022.

In this booklet, you will find the budget message submitted to the Board as part of the FY2022 Proposed Budget, and additional memos describing all modifications to that budget. Enclosed you will also find the Board's approved FY2022 Budget Resolution, the FY2022 Final Adopted Budget schedules for each appropriated fund, and the final versions of the Position List and Annual Hardware & Software Maintenance and Support List.

Fulton County Board of Commissioners
141 Pryor Street, SW Atlanta, Georgia, 30303

To the Honorable Board of Commissioners and Citizens of Fulton County:

Introduction

In 2021, Fulton County navigated successfully one of the worst public health crises in our lifetime. Thanks to our sound financial position and federal support, the County was not only able to provide residents with the great level of service they deserve but also assist the most vulnerable members of our community, including those affected by the economic crisis triggered by the COVID-19 pandemic.

Fulton County's FY2022 Proposed Budget was designed to ensure departments, agencies, and offices are able to maintain, and in some cases to expand current service levels. Furthermore, the County will commit additional resources to address increasing demands and systemic risks across four key areas;

- **Elections:** guarantee a successful 2022 election season
- **Employees:** address mounting pressures affecting our employee retention and recruiting capabilities
- **Elected Officials - Justice System:** respond to growing needs in our Justice System
- **Emergency:** continue our response to the COVID-19 Emergency

Over the past several months, the Executive Team worked with Department Heads and Elected Officials assessing operational and capital needs for the upcoming year while taking into consideration known budget pressures and our revenue picture. Each investment in the FY2022 Proposed Budget was carefully reviewed. This plan acknowledges our limited resources, addresses our mandates, ensures high levels of service for our citizens, and meets lingering challenges expected to continue over the short and long term.

FY2022 Proposed Budget

In accordance with the statutory responsibilities of the County Manager, the FY2022 Proposed Budget is hereby respectfully presented. The budgets for all funds are considered legally

balanced with reasonable and conservative assumptions for all revenues and expenditures. Fulton County's proposed appropriated budget is \$1.25 billion, including approximately \$847 million in funding for the General Fund.

General Fund Summary

The FY2022 Proposed Expenditure Budget of \$847 million is balanced through a combination of revenues and the use of fund balance. The fund balance reserve is equal to 16.7% of total expenditures, in accordance with Board approved fund balance resolution.

For the purpose of the FY2022 Proposed Budget, we expect the billable value in the digest to grow by a modest 3% rate. The tax digest value combined with the millage rate is used to determine the tax billing amount. The proposed budget assumes that the millage rate will remain at the current level of 9.33. State law requires this rate to be advertised as a tax increase if the County 2022 tax digest rollback rate is determined to be lower. Final determination of the FY2022 millage rate by the Board of Commissioners will take place during the summer of 2022. The property tax revenue projection assumes a 96% collection rate during the fiscal year, in line with historical trends. Our prior year collection rate is estimated at approximately 3% of the prior year's billing amount. Any change to prior year property tax collection patterns will result in small timing differences between collections in FY2022 and FY2021, with no overall impact on the proposed budget amount. The County anticipates other revenue collection trends to follow similar patterns as FY2021.

Other Funds Highlights

The Fulton Industrial District (FID) Fund Proposed FY2022 Expenditure Budget is \$31 million, including an appropriated, but unallocated, reserve of approximately \$22 million. The revenue projection reflects a significant reduction in all revenue sources associated with the 2021 annexation of a portion of the Fulton Industrial District, south of I-20, to the City of South Fulton. The budget assumes a millage rate sufficient to continue to fund Municipal-Type services in the remaining unincorporated area.

The FY2022 Airport Fund Proposed Expenditure Budget is \$8 million. It includes the re-appropriation of most of the retained earnings balance from FY2021 to be used in the re-development of the Airport. Resources will be utilized as seed funding for the Airport Master Plan, and to cover the debt service obligation for the potential issue of a bond.

The FY2022 Water and Sewer Revenue Proposed Expenditure Budget is \$159 million, including debt service for the new Water Bond issue. Revenue is projected at \$146 million. This projection includes approximately a \$4 million increase over the projected FY2021 revenue. This is in line with the multi-year plan to increase rates for improvements to water lines and sewage treatment plants. The difference between revenue and expenditure will be funded through the use of fund balance.

Strategic Framework

The FY2022 proposed budget reflects our commitment to the County's priority objectives and takes into consideration the operational impact of changes occurring as a result of the 2021 legislative process, including new legislation (SB202) affecting the elections process. The budget plan will also continue to fund important initiatives launched in prior years.

To maintain our commitment to the County's strategic framework; we aligned every initiative funded to one of six key Priorities associated with our long-term strategic plan. These Priorities are:

- Health and Human Services
- Justice and Safety
- Open and Responsible Government
- Infrastructure and Economic Development
- Arts and Libraries
- Regional Leadership Initiatives

Priorities

Below you will find a brief narrative of FY2021 accomplishments, a summary of the key investment decisions, and expected deliverables for FY2022.

Health and Human Services

-2021

As part of our ongoing response to the COVID-19 pandemic, the County will invest, over the next four years, more than \$286 million to respond to the healthcare emergency and

corresponding economic crisis. These resources are a combination of local funds and federal assistance. Our response plan includes multiple programs ranging from facility pandemic-proofing to economic assistance, to court system support, to vaccination and testing.

During the winter and spring months of FY2021, the County, with support from the Fulton County Board of Health and the Federal Government, implemented a successful vaccination campaign. These efforts included the establishment and management of one of the largest vaccination facilities (Mercedes Benz) in the US. During the summer and the fall months, the County continued its vaccination and testing efforts, increasing its overall outreach through mobile vaccination programs.

As a result of the pandemic, thousands of Fulton County residents faced deep rental debt and fear of eviction. In order to address this challenge, the County executed over \$51 million in federal assistance towards the Emergency Rental Assistance Program. The County was lauded for its efforts in administering its rental assistance program by the Treasury Department. While many jurisdictions were experiencing delays in distributing their federal rental assistance allocations, Fulton County is in the last phase of distributing its allotment. With this level of success and effectiveness distributing its funds and reaching out to those in need, the County is now in a better position to receive an additional allocation to expand this critical program from the federal government. Additional resources were also utilized throughout the year to purchase personal protective equipment, deploy resources for a virtual workforce, and other relief programs like food assistance.

The Department of Senior Services safely reopened senior centers in July 2021 after being temporarily closed for 16 months due to the pandemic. The Community Services Program (CSP) awarded funds to 146 public service agencies, which we project will serve over 69,000 Fulton County constituents in 2021. We also expanded our investment in CSP programs by \$8 million by leveraging resources from the American Rescue Plan Act. The Department of Behavioral Health and Developmental Disabilities served over 4,116 clients across 15 programs representing over 25,023 client contacts.

During the summer of 2021, the Fulton County Board of Health transitioned to a standalone organization. In addition, Fulton County made a commitment to support Grady's Infectious Disease Program Center through the issuance of new debt. The first debt service payment will occur in FY2022.

-2022

In 2022, we are investing \$213 million towards the Health and Human Services strategic area.

As part of the FY2022 Proposed Budget, the County will set aside \$16.4 million in resources to respond to any unforeseen events associated with the COVID-19 **Emergency**. Primarily, these funds will be utilized to address any vaccination and testing expenses not reimbursed by the

Federal Government. Due to the expected expiration of the COVID-19 Federal Emergency Declaration at the end of 2021, it is possible for the Federal Emergency Management Agency to halt any reimbursements for testing and vaccination expenses incurred in 2022. Therefore, the County will be required to pledge additional resources from existing federal support or local sources to meet any additional testing or vaccination needs.

The County will also leverage Federal resources towards our comprehensive response plan. This plan includes investments in a new behavioral health crisis center and COVID-19 economic recovery efforts like food insecurity, job training, and a new long term revolving loan program.

Fulton County and the City of Atlanta will also join forces in a new partnership to develop a Diversion Center in order to provide an alternative to jail for people with behavioral health issues. The County is exploring the ability to invest resources from the American Rescue Plan Act to operate this agreement.

In 2022, we will also maintain our investment in popular Senior Services programs including food assistance, case management, and transportation services. Moreover, the County plans to maintain its investment in behavioral health services including the School Based Therapy and Permanent Supportive Housing programs.

Justice and Safety

-2021

In 2021, the primary focus of the justice system was reopening the courts and other agencies in a timely and safe manner. The County dedicated approximately \$3.8 million to reopen the Justice System in April 2021. Services were partially suspended in 2020 due to the COVID-19 health emergency. These resources provided the justice system with additional operational and personnel resources to jump start court operations.

The County also maintained its investment towards the implementation of a virtual court structure. The funding was used to expand the Justice System's virtual capability including enhancements to the jury selection process for State Court and tripling the number of Zoom Rooms at the jail. In 2021, we also took significant steps containing the spread of COVID-19 at the jail, which reduced the number of acute cases and fatalities.

With the use of federal resources, the Justice System designed a multiyear plan (Project ORCA) to reduce case backlogs in Superior, State, Magistrate, and Juvenile Courts.

Fulton County Public Safety departments were 100% operational during the year. All functions delivered critical services in an efficient and effective manner to ensure the safety of residents and employees.

-2022

In 2022, we are investing \$350 million towards the Justice and Safety strategic area.

During 2022, the County will complete a full rollout of our multiyear backlog reduction program (Project ORCA). The program covers the entire Justice System and pledges over 300 additional positions, over the next two years, towards reducing the existing case backlog. Every department in the Justice System ranging from the District Attorney to the Sheriff, to Superior and State Court, to Magistrate Court will participate in this comprehensive plan. The County has pledged a total of \$75 million in federal recovery assistance towards this program.

Additional resources will be allocated towards key priorities set by **Elected Officials in the Justice System**. For example, the County will allocate over \$14.6 million towards addressing jail overcrowding through the relocation of inmates to other neighboring jails or use of the funds for other programs that will reduce the jail population. This effort is expected to provide inmates with better conditions and mitigate the spread of illnesses, including COVID-19, and lessen mental health complications. The County will also provide approximately \$5.5 million in additional resources to the District Attorney's Office in order to enhance operational capabilities and crime reduction efforts.

We will continue our security transformation initiative. Additional resources will be added to the Police Department's budget in order to enhance our security capabilities in libraries, senior centers, and other County owned facilities.

Our Emergency Management Team will continue to coordinate and oversee the County's response to the ongoing health emergency. This includes the management of vaccination sites and mobile units, coordination and sourcing of personal protective equipment, and consolidation and analysis of information to keep the County's leadership updated on efforts to fight the virus.

Open and Responsible Government

-2021

Fulton County Registrations and Elections Department was responsible for successfully organizing and managing the US Senate runoff elections on January 5, 2021, and municipal elections on November 2, 2021. Additional runoff elections will take place in late November, to determine the new Mayor of the City of Atlanta, the largest city in Fulton County, and other cities.

The County implemented the first phase of the Incremental Compensation Strategy (ICS) and fully implemented the Court System's Chamber Compensation Plan. The Chamber's Plan is based on applicable staff experience using an incremental step compensation methodology developed and approved by the respective benches. Effective July 2021, the minimum salary for all full-time County employees was set at \$32,000.

We continued our investment in our tax and revenue system by dedicating additional resources to the Tax Assessor for equipment and software. Additional funding was also provided to the Tax Commissioner's Office for new printers.

-2022

In 2022, we are investing \$309 million towards the Open and Responsible Government strategic area.

The FY2022 Proposed Budget includes over \$24 million in additional resources to address mounting pressures affecting **Employee** retention capabilities and continue the implementation of the County's Incremental Compensation Strategy (ICS). Market forces, inflationary pressures, and "the great resignation phenomenon" are affecting the County's ability to maintain current employees and attract newly qualified candidates. Over the past two years, attrition has remained high and vacancy rates have increased by approximately 60%. As part of our strategy to address the ongoing labor crunch, a proposal will be made for Board consideration to keep the County salary and compensation plan competitive in the market by addressing hiring and retention challenges across a number of key classifications. These key classifications are experiencing high attrition rates, which could severely hamper the County's ability to operate. Also, in 2022, the County plans to implement the second phase of the Incremental Compensation Strategy (ICS). Lastly, funding has been earmarked in the FY2022 Proposed Budget to implement a cost of living adjustment of approximately 3%.

In anticipation of the gubernatorial race and the 2022 midterm **Elections**, the Department of Registrations and Elections will receive an additional allocation of \$33.2 million. These funds will ensure the successful deployment, operation, and oversight of this important civic event. Part of the resources being allocated will address new requirements associated with SB202 (new election requirements introduced and approved during the 2021 legislative session). Some of these requirements include additional early voting locations, and new security features.

During FY2022, the County is also planning to update the disparity study to determine if inequities exist in public procurement and contracting that could adversely affect

disadvantaged businesses owned by women or minorities. This will replace the findings of the existing study conducted in 2017, and expiring in FY2022. Additional resources will also be made available to enhance our contracting and purchasing capabilities.

During FY2022, the Executive Team will explore a number of options to increase the County's tax base. These options include a thorough evaluation of current and future Tax Allocation District agreements, and begin negotiations with municipalities in the County on local option sales tax. This is an exercise that occurs every ten years after the population count. Increased level of services provided by the County to citizens in the last ten years can form the basis and provide justification for a higher percentage of local option sales tax allocated to the County.

Infrastructure and Economic Development

-2021

The County moved forward with a multi-year plan to make the Fulton County Airport a cornerstone for economic development. During 2021, the lighting system for the main runway and taxiways was updated with LED lights to better guide approaching/departing aircraft during landing and take-off operations.

The County also placed special emphasis on revitalizing the Fulton Industrial District (FID). Despite the annexation of the District's area south of I-20 to the City of South Fulton, a number of projects were launched to resurface streets and remediate blighted properties.

During the year, the work on the County's Inflow and Infiltration (I&I) Program received national attention and was spotlighted in the October Municipal Sewer & Water Magazine. Spills continue to decrease during heavy rain events due to the success of the I&I reduction program. The Big Creek to Cobb County diversion project was completed and allows Fulton County to divert up to 10 Million Gallons a Day (MGD) over to previously purchased capacity at the RL Sutton facility owned by Cobb County. The County also completed the design and successful award of the Atlanta Newnan Pump Station and Force Main to serve the southern portion of Chattahoochee Hills, and the first project to be implemented from the South Fulton Wastewater Capacity Study.

Our IT Infrastructure Team played a key role during the ongoing health emergency by increasing bandwidth to enable better performance of court operations, elections, and video conferencing. It also deployed an improved VPN solution that provides greater stability for remote connectivity. The new platform includes the addition of Multi-Factor Authentication

(MFA) providing enhanced security across the County's network infrastructure.

Our Physical Infrastructure Team maintained our facilities clean and safe during the pandemic. It also finalized multiple critical infrastructure projects including; renovation of the Assembly Hall, Entry Plaza, Atrium, Way-Finding Sign System, and the Courthouse Façade.

During FY2021, the County launched a new capital review and assessment process. This new process became one of the key components of the FY2022 budget. By performing a thorough review of each request, our Infrastructure Team assessed the viability of each project and provided recommendations to Executive Leadership

-2022

In 2022, we are investing \$328 million towards the Infrastructure and Economic Development Strategy.

We will begin our investment in capital projects associated with the new series of Fulton County Urban Redevelopment Bonds of approximately \$55 million. These funds will be used for the new Animal Shelter, Air Handling Units at the Justice Center Building, and the New Public Safety Training Center.

The County is also in the process of revamping its overall warehouse capacity. Beginning in January of 2022, we plan to lease approximately 600,000 square feet of warehouse space for the continued operations of the Fulton County Sheriff's Office, the Department of Registration & Elections, and the Clerk of Superior Court. This multi-year "Warehouse Consolidation Initiative" is going through the initial planning and review process and is expected to be launched in early 2022.

We will continue the implementation of our multi-year Visioning plan at the Fulton County Airport. The plan includes a new administration office, a modernized aircraft rescue and firefighting command center, and more hangar space.

Funds will be made available in the Fulton Industrial District (FID) to continue the remediation of blighted properties. Additional funding will be dedicated towards the construction of the Aero Drive storm water system and the modernization and upgrade of traffic signals within the FID.

A new "Interior Refresh Program" will be launched during FY2022 in order to address esthetic

interior needs across all County facilities. Seed funding for this new program is included in the proposed budget.

The County also plans to evaluate the possibility of sourcing a new Enterprise Resource Planning system (ERP) during FY2022. We hope this process may help us identify a better option or could help us optimize our current application.

Arts and Libraries

-2021

Although the pandemic did not allow the libraries to function as usual; innovative virtual programming and curbside service provided patrons with access to information and materials. The Library System re-opened 9 renovated libraries and one newly built library; as well as the Central Library in 2021. The Ponce de Leon Library was renamed for the late Commissioner Joan P. Garner in an unveiling ceremony. Library employees worked across departmental lines to assist with Arts and Culture; Registrations and Elections; VaxUp Fulton; fingerprinting at the Police Department; and with FCIT and External Affairs on the planning and implementation committee that presented the recent inaugural Cyber Security Summit held at the Central Library.

During 2021, the County will close our 10 year and \$275 million Library Bond program that included nine new and 24 renovated libraries.

Arts and Culture funded 145 artists and arts organizations with our Contract for Services Program (CFS). We also secured a partnership with Georgia Tech to kick-off our Future Lab Initiatives, where Public Art intersects with technology and facilitates emerging artists. Moreover, Arts and Culture partnered with one of our funding organizations to produce a Disability Study that supports artists, patrons, and staff in reference to total access to buildings in the county.

-2022

In 2022, we are investing \$51 million towards the Arts and Libraries strategic area.

We will maintain our financial commitment to the Library System and will reprioritize and concentrate our investments to continue to ensure quality programming. We will leverage Federal funding to enhance our investment to combat food deserts through Fulton Fresh programs. We will also maintain our \$1.7 million annual investment in e-materials, to satisfy

increasing demands triggered as a result of the ongoing public health emergency.

Our commitment to the Arts will continue in 2022. Funding was included in the FY2022 Proposed Budget to meet our increasing legacy contractual commitments, to provide additional programming funds and support (part-time resources) our existing programs.

Regional Leadership Initiatives

Our Regional Leadership strategy is derived from all other priority areas. It includes multiple cross-regional initiatives that are part of our strategic plan. The County's leadership will continue to lead, develop, and work with our partners to bring these initiatives to fruition. Some of these efforts include key long term strategic objectives like transportation infrastructure, behavioral health programs, and the ongoing response to the COVID-19 emergency.

We successfully completed the five year TSPLOST program and through a partnership with Fulton County cities successfully campaigned to renew the program for five additional years.

In 2022, the County will continue to take extraordinary steps to overcome the health emergency and economic crisis. In doing so, we will invest in our workforce, while committing additional resources to our justice system. We will also invest heavily in the 2022 midterm election to facilitate the safety and integrity of the process.

This \$1.25 billion budget reflects both, the needs of our residents and a steady operational and fiscally responsible plan.

Thank you for your continued support and we look forward to your feedback on the FY2022 Proposed Budget.



Richard "Dick" Anderson
County Manager, Fulton County

General Fund

The FY2022 General Fund Proposed Budget is \$847 million, including approximately \$464 million allocated to personnel and \$383 million allocated to other operating expenditures. The FY2022 budget represents an estimated \$47 million increase from the FY2021 adopted budget of \$800 million. This change is the result of multiple efforts including; additional resources being allocated for the 2022 midterm election, the allocation of supplemental funding to address the County's ability to recruit qualified candidates and retain current employees, and additional resources that will be provided to the Justice System. This year's increase was partially offset by a reduction in the COVID-19 emergency reserve set aside to respond to the ongoing pandemic.

The budget is balanced with \$746 million in revenue, the use of \$101 million in fund balance, and operating expenditures of \$847 million. This leaves a fund balance of \$141 million, which represents 16.67% of total yearly expenditures as required by Fulton County's fund balance reserve policy.

The FY2022 General Fund Proposed Budget is designed to provide the necessary resources to maintain current levels of service and address increasing demands and systemic risks across four areas; Elections, Employees, Elected Official needs in the Justice System, and an Emergency Reserve.

Budget Process Changes

For FY2022, the County's Executive Team applied the operational stack workshop structure introduced in prior years. This approach helped the Executive Team identify synergies, challenges, and new ideas. We built upon our methodology to present and explain the relationship between resources available, existing commitments, and available funding for investment. This approach simplifies how the budget information is presented and provides a greater level of transparency to Board Members and the public.

The FY2022 process also includes a timeline that provides an extended window of opportunity for the Board to provide feedback and make any changes before the budget is adopted. In early November 2021, the Executive Team provided the Board of Commissioners with a comprehensive view of the FY2022 budget being developed. The aim was to offer the Board a better understanding of the direction and composition of the budget.

Organizational Impacts

- A new Department of Economic Development / Select Fulton will be created in the General Fund. Currently, Select Fulton is a Division within the County Manager Department. This proposal is not expected to have a budgetary impact in FY2022. It will simply reallocate existing resources from the County Manager Department to the new department.
- The County will assess the possibility of transferring some of the positions currently located within the Atlanta Fulton County Emergency Management Agency (AFCEMA) to Fulton County's Department of Emergency Management. If approved, this transition is not expected to result in additional costs to the County.
- The Executive Team will assess the possibility of consolidating resources associated with leasing and renting facilities in various departments' budgets to the Real Estate and Asset Management Department. If this assessment is completed and approved, the transfer will be reflected as part of the FY2022 Adopted Budget.
- The Executive Leadership Team plans to optimize federal resources allocated to the County as part of the ongoing health emergency. A number of budget requests presented for *consideration* as part of the FY2022 budget will be funded through the use of these resources, as long as they meet all the eligibility criteria established by the U.S Treasury.
- The County is considering centralizing the Remedy Force application oversight and management functions to the Department of Information Technology. If this is approved, the centralization process is expected to occur as part of the soundings process during FY2022.

Discussion of General Fund Revenue Assumptions

The total FY2022 General Fund revenue budget is \$746 million and was developed with the following assumptions and considerations;

- The County's primary source of revenue is property tax. The FY2022 current year property tax revenue projection assumes a millage rate of 9.33. The final determination of the FY2022 millage rate by the Board of Commissioners will take place during the summer of 2022.
- The property tax revenue projection assumes a growth rate of 3% in billings. This growth rate is derived through a combination of reassessments and new construction.

- The FY2022 property tax revenue projection assumes a 96% collection rate, in line with historical trends.
- The revenue projection for FY2022 assumes Prior Year Property Tax Revenue of approximately 3% of FY2021 billings. If the collection rate of FY2021 billings during 2021 is higher/lower than expected, the FY2022 projection for Prior Year Taxes will be adjusted accordingly as this is simply a timing difference.
- Motor vehicle taxes and TAVT are expected to remain at approximately the same level as FY2021.
- In FY2022, receipts of local option sales tax are expected to increase to \$15 million. The slight increase reflects an expectation the overall economy will continue to expand at a moderate rate in 2022.
- The County anticipates other revenue collection trends to follow similar patterns as FY2021.

Discussion of Expenditure Components in the General Fund

This \$847 million FY2022 General Fund Proposed Budget reflects our plans and objectives approved from requests received from County departments. Its structure has been divided into six areas to simplify its components and highlight the most critical commitments/objectives as we move into 2022.

- **Base Budget:** These resources ensure our current level of recurring operations is maintained and we are able to fulfill commitments made by the Board of Commissioners.
- **Elections:** Facilitates the necessary resources for the upcoming 2022 midterm elections.
- **Employees:** Provides additional funding to address employee retention and recruiting challenges.
- **Elected Officials—Justice System:** Addresses needs and key initiatives by elected officials in the Justice System, some of which were already approved by the Board of Commissioners.
- **Emergency:** Ensures the County establishes a reserve to meet COVID-19 emergency costs that are not eligible for reimbursement by the federal government.
- **Other:** Includes a set of additional enhancements that were prioritized based on a thorough review.

Base Budget - \$730 million

As part of our FY2022 budget development process, we identified the County's "Base Budget". This represents the current funding needed to keep operations functioning at the current level of service. Based on our assessment, we estimate the expenditure footprint to be approximately \$730 million. The structure of the Base Budget is as follows;

- **It includes all recurring filled and vacant positions approved in FY2021.** This estimate assumes a workforce that is in line with the recurring personnel structure approved as part of the FY2021 budget.
- **All recurring operational needs are funded.** This estimate assumes funding all our existing recurring costs associated with contracts, leases, and other recurring operational needs. This also includes the annual base allocation to the Fulton County Board of Health (BOH).
- **Includes sufficient resources to cover all existing debt service obligations.** Furthermore, the Base Budget also includes resources to issue another tranche of Fulton County Urban Redevelopment Agency bonds. This issue is estimated at \$55 million and will include funding for a new Animal Shelter, Air Handling Units at the Justice Center Building, and a new public safety training center.
- **Meets our existing commitments to Grady.** All operational and debt service commitments to Grady, approved by the Board of Commissioners, are included in the FY2022 Proposed Budget.
- **Includes resources needed to meet our pension obligation.** We expect a modest reduction in our pension annual obligation during FY2022 due, in part, to the strong financial markets performance over the past year. Our annual contribution has been adjusted accordingly.
- **Fully fund the Inmate Medical Contract.** The Naphcare contractual agreement is estimated at approximately \$26 million for FY2022.
- **Takes into consideration our annual allocation of capital funding of \$7.5 million.** This is part of our "Pay as You Go" capital program and allows the County to maintain our facilities, prevent potential risks and ensure facility-related emergencies are handled swiftly. As part of a new rigorous capital review process, the following investments were identified and included as part of our FY2022 Proposed Budget.
 - **DREAM**
 - Fire Doors and Fire Curtains Repair/Replacement - **\$70,000**
 - Fire Pump - Government Center (Assembly Building) - **120,000**
 - Fire Pump Replacement Justice Tower - **\$110,000**
 - Hammond House Restoration - **\$550,000**
 - Intrusion Alarm Monitoring System Upgrade - **\$40,000**
 - Joyner Bridge Waterproofing - **\$878,326**
 - South Annex Maintenance Building Demolition - **\$220,000**

- X-Ray Machine Replacements - **93,000**
- “Interior Refresh Program” - **\$500,000**
- American Disability Act Projects in the Justice System - **\$1,000,000**
- John Deere Trak Mower - **\$72,808**

- **MEDICAL EXAMINER**
 - Carpet and/or Tile Replacement - **\$80,000**
 - Security Fence Replacement - **\$80,000**
 - Autopsy Tables - **\$75,000**
 - Tissue Processor Equipment - **\$57,795**

- **DISTRICT ATTORNEY**
 - 136 Pryor Street Renovations - **\$250,000**
 - Evidence Facility Center - **\$1,000,000**

- **PROBATE COURT**
 - South Service Center Renovation - **\$85,000**

- **SUPERIOR & MAGISTRATE COURT - CLERK**
 - Build out for New Maxwell Road Location - **\$300,000**

- **COUNTY MARSHAL**
 - Security Camera Installation Marshall’s Office - **\$18,071**

- **INFORMATION TECHNOLOGY**
 - CISCO Call Manager Upgrade (Phones and Call Centers) - **\$600,000**
 - PC Refresh Program - **\$1,000,000**

- **LIBRARY**
 - Library Switch Upgrade (Network Hardware) - **\$300,000**

The funding for all these investments is included in the FY2022 Non-Agency Proposed Expenditure budget. During 2022, these resources will be transferred to the Department of Real State and Asset Management (DREAM) and the Department of Information Technology capital budgets. Subsequently, the resources will be applied towards their intended use as listed above.

Elections — Additional \$33.2 million

The County will allocate an additional \$33.2 million (\$32.8 million in non-recurring and \$351,000 in recurring funds) to the Registration and Elections Department in preparation for the 2022 midterm election season. These resources will be used primarily to;

- Hold Primary and General Elections (including one runoff election if necessary). If another runoff is necessary, the County will use accrued salary savings to fund that additional election.
- Provide additional funding for existing equipment licenses and warranties.
- Provide equipment for the warehouse.
- Address needs associated with SB202.

Employees — Additional \$24.3 million

The FY2022 Proposed Budget includes over \$24 million in additional resources to address mounting pressures affecting employee retention and recruiting capabilities, and continue the implementation of the County’s Incremental Compensation Strategy (ICS).

- As part of our strategy to address the ongoing labor crunch, the County plans to introduce a salary and compensation plan to remain competitive in the market. As part of our multi-year plan, the County plans to first address hiring and retention challenges across a number of key classifications. These key classifications are experiencing high attrition rates, which could severely hamper the County’s ability to operate. During FY2022, the County plans to pledge approximately \$10.3 million towards this effort. This plan includes approximately \$643,000 (recurring) to be allocated to key classifications within the Public Defender Department and approximately \$123,000 (recurring) to be allocated to the Purchasing Department, which resulted from actions taken in the 4th quarter of 2021 to address significant loss of staff.
- Also, the County plans to implement the second phase of the Incremental Compensation Strategy (ICS). This is estimated at approximately \$4 million (recurring) and affects most County departments and agencies.
- Funding in the amount of \$10 million has been earmarked in the FY2022 Proposed Budget to implement a cost of living adjustment of approximately 3%.

These resources outlined above, with the exception of the Public Defender Department and Purchasing Department, will remain in the Non-Agency budget until the mid-year projection is completed in the fall of FY2022. At that point, the Budget Division will transfer funding through soundings to any department that is projected to run into a deficit based on their expenditure trend.

Emergency Response Reserve — Reserve of 16.4 million

As part of the FY2022 Proposed Budget the County will set aside \$16.4 million in resources to respond to any unforeseen events associated with the COVID-19 emergency. Primarily, these funds will be utilized to address any vaccination and testing expenses not reimbursed by the federal government (expenses deemed ineligible by FEMA). Alternatively, these funds (or any balance remaining) will be dedicated to out-of-pocket expenses associated with our Warehouse Consolidation Initiative, which is currently going through the planning and design stage. If the end of the year General Fund financial results are better than projected, the County plans to pledge these additional resources towards the Warehouse Consolidation Initiative expenses.

Elected Officials Justice System — Investment of \$22.7 million

We plan to allocate additional resources towards key priorities set by Elected Officials in the Justice System.

DISTRICT ATTORNEY

- Funding of \$5.5 million (recurring) allocated to the Office of the District Attorney for 55 positions approved by the Board of Commissioners in August to handle backlog cases.
- Funding of \$630,000 (recurring) will be allocated to the Office of the District Attorney to cover costs associated with the 86 Pryor Street lease. This lease provides additional forty-nine offices and much needed conference room and cubicle space.

JUVENILE COURT

- Funding of \$50,000 (recurring) will be allocated to the Juvenile Court Department. The resources will be used to provide staff with training in EPICS (Effective Practices in Community Supervision or Effective Practices in the Correctional Setting). EPICS is a structured set of skills used by Probation Officers to specifically address criminogenic needs of youth involved in the court system.

MARSHAL

- Additional funding of \$71,000 (recurring) to cover annual costs associated with the existing body worn camera and Taser contracts.

NON-AGENCY

- The County plans to allocate \$14.6 million (non-recurring) towards addressing overcrowding at the jail. This effort is in line with the Board of Commissioners and the Fulton County Sheriff's objective to provide inmates with better conditions while mitigating the spread of illnesses, including COVID-19, and lessening mental health complications.

PROBATE COURT

- Funding of \$503,000 (recurring) will be allocated to Probate Court. This enhancement is revenue and expenditure neutral and simply consolidates the resources previously collected and spent from an account managed by Probate Court with the County's accounts.
- An additional allocation of \$350,000 (recurring) is being provided to Probate Court. The funds will be utilized for four additional Court Operations Specialist positions and one Graphic Designer. These resources will provide the department with additional capacity to manage fingerprinting and improve processing times.

PUBLIC DEFENDER

- Funding of \$58,000 (recurring) will be allocated to the Public Defender Department. These resources are provided to fund increases in existing lease/rental agreements.
- Funding of \$8,000 (recurring) will be allocated to the Public Defender Department. This funding will be used to cover online legal research licenses for attorneys.
- Funding of \$35,000 (recurring) will be allocated to the Public Defender Department. This enhancement will be used to procure a specialized software application to help optimize case management functions.

SHERIFF

- Funding of \$344,000 (recurring) will be added to the Sheriff's Office to cover annual costs associated with the existing body worn camera contract.

SOLICITOR

- Increase in the budget for the Solicitor General Department by \$61,000 (non-recurring). This enhancement will be used to procure a tracking system (File Trail) to reduce the time auditing of case files.

STATE COURT GENERAL

- Increase in the budget for the State Court Department by \$15,000 (recurring). As a result of an increase in the number of misdemeanor cases, an additional court session was created to handle the incremental volume.

STATE COURT JUDGES

- Increase in the budget for the State Court Judges Department by \$250,000 (non-recurring) to provide additional judicial officers support.

SUPERIOR COURT GENERAL

- Funding of \$53,000 (recurring) will be allocated to the Superior Court General Department. The Court will supplement existing funding in the budget for interpreters and establish three new positions to support the increased demand for services.

SUPERIOR COURT JUDGES

- Funding of \$52,000 (recurring) will be allocated to the Superior Court Judges Department. Funding will be used to support the annual increases for employees in accordance with the approved payment plan.

Other Changes - Additional \$20.7 million

The following funding allocations are also included in the FY2022 Proposed Budget:

BEHAVIORAL HEALTH

The County will continue to invest in behavioral health services to address criminal justice reform, the county's homeless population, and to serve as the safety net provider of core mental health and substance abuse services.

As part of our commitment, we will set aside approximately \$3.7 million (non-recurring). The resources will be allocated as follows;

- Funding of \$521,000 (non-recurring) will be allocated for services to support the Emerging Adults Re-Entry Team (18-24 year old).
- Funding of \$519,000 (non-recurring) will be allocated for services to support Adult Re-entry programs at the Union City Jail.
- Funding of \$1.9 million (non-recurring) will be allotted for school-based therapy services. This program helps students overcome behavioral, emotional, or social problems that interfere with success at school and home.
- We will also continue our investment in Behavioral Health and Housing/Homeless initiatives by allocating \$800,000 (non-recurring). These resources will fund the Permanent Supportive Housing program.

BOARD OF COMMISSIONERS – DISTRICT 2

- The FY2022 Proposed Budget includes an additional allocation of \$13,000 (recurring) to make salary adjustments.

BOARD OF HEALTH

- The FY2022 Proposed Budget includes an additional allocation of \$1.3 million (non-recurring) to fund supplemental contributions for salaries and benefits for employees transferred from Fulton County to the Board of Health. These resources will be kept in a separate program/unit within the Board of Health FY2022 allocation. Payments against these resources will be based on actual costs associated with the supplemental salary and benefit contributions for those specific employees transferred to the Board of Health.

CLERK TO THE BOARD OF COMMISSIONERS

- Allocation of \$30,000 (recurring) to the Clerk's budget. This funding will be utilized to supplement existing resources to ensure verbatim Minutes for the Board of Commissioners Meetings can continue to be provided.
- Allocation of \$16,000 (recurring) to the Clerk's budget. This funding will be utilized for incremental membership costs for NACo and ACCG.
- Supplemental funding of \$139,000 (recurring) will be allocated to the Clerk's budget to cover the costs of one Network Applications Coordinator to support the Board of Commissioners.

COUNTY AUDITOR

- An increase of \$55,000 (recurring) to the County Auditor's budget to fund increasing costs of memberships, licensing costs, and additional IT related software costs needed to update the existing auditing application.

DIVERSITY AND CIVIL RIGHTS COMPLIANCE

- Allocation of \$20,000 (non-recurring) in the Diversity and Civil Rights Compliance budget. This funding will be used to develop an equity and inclusion strategic plan and comply with Federal EEO Diversity Recruitment Planning requirements.
- Allocation of \$23,000 (recurring) in the Diversity and Civil Rights Compliance budget. This funding will be utilized to support expenditures for Effective Communication Services provided by the Courts to persons with disabilities.

EMERGENCY MANAGEMENT

- An increase of \$150,000 (non-recurring) in the Emergency Management budget. The increase will be used to supplement existing funding allocated to AFCEMA, which over the past two years has not received an allocation from the City of Atlanta.

EXTERNAL AFFAIRS

- Allocation of funding for \$50,000 (non-recurring) in the External Affairs Department budget to organize the Joan Garner Walk.
- An allocation of funding for \$250,000 (non-recurring) in the External Affairs Department budget to continue film marketing and programming partnerships with the State and local film jurisdictions for industry initiatives and events.
- The FY2022 Proposed Budget includes an additional allocation of \$50,000 (recurring) to supplement our existing lobbying costs budget. Federal and State lobbying services will be separated beginning in 2022. This request is to fund the anticipated increase in funds needed to cover this need.
- Supplemental funds of \$15,000 (recurring) will be allocated to the External Affairs Department in order to procure professional media monitoring services to include broadcast, social/digital, and print.
- The Department of External Affairs will receive additional resources of \$224,000 (recurring) to cover the costs of two positions; one Digital Communications Supervisor

and a Senior Communications Specialist. This increase will be funded through a transfer of a position from the Arts and Culture Department (Senior Communications Specialist) and the transfer of funds from the Information Technology Department (to cover the costs of the Digital Communications Supervisor). This is an expenditure neutral transfer.

GRADY

- The FY2022 Proposed Budget includes an additional allocation of \$1.9 million (recurring) to fund the required debt service associated with existing and new projects, including the new Infectious Disease Program Center.

HIV/AIDS

- An enhancement of \$8,000 (recurring) will be added to the HIV/AIDS Department budget to cover operating General Fund related activities.

HUMAN RESOURCES MANAGEMENT

- An increase to the Human Resources Department by \$18,000 (non-recurring) to be used to increase our current contract for FMLA related services in case the Sheriff's Office joins our FMLA process.
- Supplementary funding of \$56,000 (recurring) will be allocated to the Human Resources Department to cover the costs of one Quality Assurance Specialist to assist with the oversight of payroll entries and reduce potential errors.

INFORMATION TECHNOLOGY

- Funding of \$3.5 million (recurring) is being allocated to the Department of Information Technology. These resources will be used to cover operating expenses, including licensing fees, associated with our IT infrastructure Road Map. This allocation will cover costs ranging from IT security needs including firewalls to recurring charges associated with the digital recording system for the courts.

LIBRARY

- An increase to the Library Department by \$240,000 (recurring) to provide funding to cover incremental costs associated with the Bibliotheca software/hardware application.

MEDICAL EXAMINER

- Additional funding of \$56,000 (recurring) to cover one Administrative Specialist position to assist doctors with administrative tasks.
- Additional funding of \$20,000 (recurring) to pay for a maintenance support plan for the new X-Ray machine and a case management software application.
- Increase in the Medical Examiners budget by \$150,000 (non-recurring). This funding will provide the Medical Examiner with staffing resources to reduce the current backlog of cases. The funding will help cover part time Medical Examiners contracts while full time positions are recruited.

- Supplemental funding of \$69,000 (recurring) will be allocated to the Medical Examiner Department to cover one additional Investigator position to assist with increasing caseloads.
- An additional allocation of \$106,000 (recurring) will be provided to the Medical Examiner Department to cover two Forensic Technician positions to assist with increasing caseloads.

NON AGENCY

- A reserve of \$4.5 million (recurring) has been established in the Non-Agency Budget. The County is revamping its overall warehouse capacity. These resources will be utilized to cover the lease/rental recurring costs for the “Warehouse Consolidation Initiative” in order the continued operations of the Fulton County Sheriff’s Office, the Department of Registration & Elections, and the Clerk of Superior Court.

POLICE

- Funding of \$2.2 million (recurring) is being allocated to the Police Department. We will continue our security transformation initiative. These resources will be utilized to enhance security capabilities in libraries, senior centers, the north and south annexes, and other facilities around the County.

PURCHASING

- Supplemental funding of \$250,000 (non-recurring) will be added to the Purchasing Department budget to cover the costs of a disparity study. This study will assess inequities in public procurement and contracting that could adversely affect disadvantaged businesses owned by women or minorities.
- An enhancement of \$14,000 (recurring) will be added to the Purchasing Department budget to cover the costs to engage legal and bonding consultants and a new bid board software module.

REAL ESTATE AND ASSET MANAGEMENT

- An increase of \$437,000 (recurring) in the budget for incremental costs associated with landscaping services. The additional allocation will supplement existing resources. The County is seeking to double the number of locations being serviced, which represents a 50% increase in acreage.
- An increase of \$135,000 (recurring) in the budget for HVAC maintenance costs. These resources will supplement existing funds to cover incremental costs associated with renovated libraries coming back online and inflationary pressures.
- Additional funding of \$146,000 (recurring) to cover ongoing licensing and user costs for the digital Wayfinding program.
- Additional funding of \$188,000 (recurring) to support annual increases in lease obligations.
- An additional allocation of \$253,000 (recurring) will be allocated to the Department of Real Estate Management. These resources will be used to cover the costs of three additional Plumbers and one Locksmith.

SENIOR SERVICES

- The Department will receive \$100,000 (non-recurring) to supplement existing funding for the Quality of Living Services (QLS) initiative.

TAX ASSESSOR

- An increase of \$90,000 (recurring) in the Tax Assessor's Office for software and contractual costs including Pictometry, Q-Public, Tyler, and Southdata.
- Funding of \$68,000 (recurring) will be allocated to the Tax Assessor's Office. This allocation provides additional funding for an increase in lease costs.

TAX COMMISSIONER

- An increase of \$230,000 (non-recurring) in the Tax Commissioner's Office to purchase new equipment. This equipment includes; printers for online tag renewals, large volume open letters, and a new Falcon V paper tray.
- An additional allocation of \$100,000 (recurring) in the Tax Commissioner's Office to cover increasing postage costs.
- Resources of \$190,000 (recurring) will be added to the Tax Commissioner's budget to cover increasing annual licensing software costs for multiple contracts.

Discussion of Fund Balance

The ending fund balance for FY2021 is projected at \$243 million. This amount is the beginning fund balance in FY2022 and when combined with budgeted revenues of \$746 million, total available resources equal \$989 million. With budgeted expenditures of \$847 million, including \$782 million in recurring and \$65 million in non-recurring expenditures, the projected ending fund balance at the end of FY2022 is \$141 million. This represents 16.67% of expenditures, which is in line with the fund balance minimum requirement (two months of budgeted expenditures).

Fulton Industrial District (FID – 301)

This fund was formerly used to account for the operations of the South Fulton Special Services District. After the incorporation of the City of South Fulton on May 1, 2017, the fund became solely dedicated to operations of municipal-type services in the Fulton Industrial District (FID). In early May 2021, the corporate limits of the City of South Fulton were modified as to include all of the unincorporated territory of the Fulton Industrial District south of the centerline of the right of way of State Route 402, also known as Interstate 20.

During FY2022, this fund will continue to provide municipal-type services to the remaining unincorporated area of the Fulton Industrial District, which is located north of Interstate 20. The FY2022 projected revenue for the Fulton Industrial District is \$6.9 million. This revenue figure assumes a reduction in the Fund's tax base triggered by the annexation of the unincorporated area, south of Interstate 20, to the City of South Fulton. The FY2022 property tax millage rate will be set in the summer of 2022 to provide sufficient recurring funds to continue to deliver municipal type services.

The FY2022 Proposed Expenditure Budget is \$31.4 million and includes the following allotments;

- \$2.4 million for Police. This budget includes the new budget footprint for the FID district assuming the latest annexation, plus additional \$109,000 (recurring) for the existing Tasers and Body Worn Cameras contract.
- \$325,000 for the Fire Services agreement with the City of South Fulton.
- \$2.5 million for Public Works. This budget includes the new budget footprint for the FID district after the latest annexation, plus additional \$500,000 (non-recurring) for the construction of Aero Drive's storm water system and \$500,000 (non-recurring) for the modernization and upgrade of traffic signals.
- The Non-Agency Budget includes
 - 911 transfer to the Emergency Communications Fund for \$415,000
 - Streetlight costs of \$30,000
 - Animal Control costs of \$25,000
 - \$164,000 (recurring) for the implementation of a Cost of Living Adjustment of approximately 3%.
 - The expenditure budget also includes an appropriated amount of approximately \$22 million, which for the most part, is the residual projected fund balance at the end of FY2021. This provides the county with resources for blight remediation, economic development efforts or any potential eventualities.

FUND BALANCE

The fund balance at the end of FY2021 is projected at \$25.4 million. This amount is the beginning fund balance in FY2022 and when combined with budgeted revenues of \$6.9 million, total available resources equal \$32.3 million. The FY2022 expenditure budget is \$31.5 million, including budgets for municipal-type services and the residual FY2021 fund balance that will be used to cover unexpected financial pressures and economic development efforts. This leaves projected ending fund balance of \$834,000 at the end of FY2022.

Emergency Communications Fund (911 - 340)

The Emergency Communications Fund FY2022 expenditure budget is \$8.6 million. The budget reflects additional resources for the 911 Phone Viper 7 Upgrade and Multi-node backup (\$728,000 non-recurring), additional resources for the AT&T Digital Emergency Services Internet (ESInet) 911 System (11,000 non-recurring), and \$258,000 (non-recurring) for new vehicles. An additional reserve of \$130,000 (recurring) to cover the implementation of a Cost of Living Adjustment of approximately 3% has been added to the budget.

The total revenue amount budgeted for FY2022 to support the expenditure budget is \$6.7 million from various sources including monthly 911 telephone emergency fee surcharge of \$1.50 per user, prepaid wireless fee, and supplement fee revenue from the following jurisdictions using the system:

- City of South Fulton
- Fulton Industrial District
- City of Fairburn
- City of Chattahoochee Hills
- Fulton County School Police, and
- National Park

The supplement is necessary because of dwindling 911 telephone surcharge of \$1.50, which is no longer sufficient to cover the 911 operations. The County's Fulton Industrial District fund is currently considering to contribute \$415,000 to the Emergency Communication fund as part of the supplemental payments.

FUND BALANCE

The fund balance for FY2021 is projected at \$5.2 million. This amount is the beginning fund balance in FY2022 and when combined with budgeted revenues of \$6.7 million, total available resources equal \$11.9 million. With Budget Expenditures of \$8.6 million, the projected ending fund balance at the end of FY2022 is \$3.3 million.

Water and Sewer Revenue and Renewal Fund (201-203)

201-Fund Revenue

The Water & Sewer Revenue Fund FY2022 Proposed Expenditure Budget is \$159 million. The amount is higher than the FY2021 projected expenditures of \$146 million by approximately \$13 million. The difference relates primarily to an additional allocation to the Water Renewal fund, approximately \$8.5 million over the amount contributed in FY2021, and additional allocations to Public Works to meet contractual obligations and equipment needs. In FY2020 the Water System issued \$290 million in bonds that are being used towards the expansion of a wastewater treatment plant, for a spill mitigation strategy, pump stations and other related capital projects in the system. Debt service for this bond is also included as part of the FY2022 Proposed Expenditure Budget.

The FY2022 Revenue Budget for the fund is \$146 million. The projected increase takes into consideration the plan to raise rates by 5 percent in 2022 to pay for planned improvements to the system and a potential reduction in demand.

For FY2022, the Public Works Department will receive an enhancement of \$1.1 million (\$507,000 recurring and \$635,000 non-recurring).

- A recurring enhancement of \$85,000 for one Water Quality Supervisor position to supervise Public Works' state certified Drinking Water and Stream Monitoring Program.
- A recurring enhancement of \$422,000 will be invested in a new Inflow & Infiltration team whose primary function will be to focus on performing the job function to seal the existing sanitary sewer system from outside stormwater and ground water. This team includes a total of six positions.
- A non-recurring enhancement of \$635,000 to acquire vehicles and equipment. These acquisitions include; lab dishwashers, a dump truck, a swamp body truck, and CCTV vehicles to provide linear inspections within the sewer system.

For FY2022, the Finance Department will receive an enhancement of \$42,000 (recurring). This enhancement includes \$7,000 for software licenses and \$35,000 to cover incremental credit card fee costs.

The Non-Agency has a reserve of \$630,000 (recurring) to cover the implementation of a Cost of Living Adjustment of approximately 3%.

FUND BALANCE

The revenue amount combined with the FY2022 beginning retained earnings of \$32 million; minus the expenditure budget leaves projected retained earnings at the end of the year of \$19 million, which is sufficient to meet the system's standing debt covenant requirements.

203-Fund Renewal

The Water and Sewer Renewal and Extension Fund FY2022 Expenditure Budget is \$100 million, including \$85 million in multi-year expenditures. This budget ensures resources are made available to deploy the 2016 to 2025 Water and Wastewater Capital Improvements Program approved by the Board of Commissioners. The revenue budget is equal to \$48 million, including a transfer of \$40 million from the Water & Sewer Revenue Fund (Fund 201).

The Non-Agency has a reserve of \$156,000 (recurring) to cover the implementation of a Cost of Living Adjustment of approximately 3%.

FUND BALANCE

The projected ending retained earnings for FY2021 is \$57 million. This amount is the beginning retained earnings in FY2022 and when combined with budgeted revenues of \$48 million, total available resources equal \$105 million. With budgeted expenditures of \$100 million, the projected ending retained earnings for FY2022 is \$5 million.

G.O. Bond Fund (600)

The G.O. Bond Fund is used to capture resources to meet debt service obligations of the bonds issued for construction and renovation of new and existing libraries respectively. All resources accumulated in this fund are for the purpose of retiring debt. When sufficient resources are in place, the County may call the bonds and extinguish the debt.

For FY2022, the projected revenue is \$19.1 million. The projection assumes a revenue neutral millage rate and a collection rate of 96%. The revenue in this fund is used to generate resources to pay current debt service for the library bonds Phase I and Phase II.

FUND BALANCE

The ending fund balance for FY2021 is projected at \$38.7 million. This amount is the beginning fund balance in FY2022 and when combined with budgeted revenues of \$19.1 million, total available resources equal \$57.7 million. With an expenditure budget of \$15.5 million for FY2022, the projected ending fund balance at the end of FY2022 is \$42.2 million.

Risk Management Fund (725)

For FY2022, the budgeted total contributions from other funds for risk and unemployment coverage are \$16.1 million. This amount plus total transfers of \$4.2 million from the General Fund and the Water & Sewer Fund to support County Attorney functions brings total budgeted revenue to \$20.4 million.

The total FY2022 Proposed Expenditure Budget is \$66 million. The Non-Agency budget includes \$200,000 (recurring) to cover costs associated with a Cost of Living Adjustment of approximately 3%. The County Attorney's budget will receive a \$20,000 (recurring) enhancement for an increase in online research fees.

FUND BALANCE

This fund has only \$1.6 million in the fund balance because the remaining residual resources are included in the expenditure budget for possible settlements of claims since there is no specific method to determine the number of lawsuits that could be filed or claims settlements that could be made in any given year.

Airport Fund (200)

The FY2021 projected end of the year retained earnings is \$4.4 million, which will roll over as the beginning retained earnings in FY2022. The budgeted revenue for FY2022 is projected at \$3.6 million, including \$1.5 million in revenue from the lease agreement with UPS/Majestic. Revenue associated with sales tax on fuel for FY2022 is projected at \$415,000. Revenues for rents and royalties are projected at \$1.6 million. When revenues are combined with the beginning retained earnings for FY2022, total resources equal \$8.1 million.

The FY2021 Proposed Expenditure is \$7.6 million. It includes the re-appropriation of most of the retained earnings balance for FY2021 to be used in the re-development of the Airport and other projects/initiatives associated with the expansion. An additional reserve of \$30,000 (recurring) to cover the implementation of a Cost of Living Adjustment of approximately 3% has been added to the budget.

Funding of \$450,000 has been allotted to the Fire Department to support the ARFF operation.


FUND BALANCE


A retained earnings of \$500,000 has been projected by the end of FY2022.

INTER-OFFICE MEMORANDUM



TO: BOARD OF COMMISSIONERS

THROUGH: Dick Anderson, County Manager 

FROM: Sharon L. Whitmore, Chief Financial Officer 

DATE: January 5, 2022

SUBJECT: FY2021 Budget Year-end Actuals and FY2022 Changes to the Proposed Budget

Attached is the Revised FY2022 Adopted Budget booklet for your review. The booklet reflects the year end actual financial data for FY2021 and the FY2022 Proposed Budget with pending changes for the Board of Commissioners consideration.

GENERAL FUND

GENERAL FUND FY2022 YEAR END RESULTS

The table below is a summary of revenue and expenditures for the General Fund in FY2021 along with the amount of fund balance at the end of the year.

FY2021 Actuals vs Mid-Year Projection			
<i>in Millions \$</i>	2021 Mid-Year Projection	2021 Actual Results	Diff
Revenue	\$ 736	\$ 750	14.4
Expenses	720	727	(7.0)
Rev>Expenses	16	23	7.40
Beg. Fund Balance	227	227	
Ending Fund Balance	243	250	7.40

FY2021 General Fund Revenue

The actual revenue amount for FY2021 is \$750 million. This amount represents an increase of approximately \$14.4 million when compared to the Mid-Year Projection of \$736 million used to prepare the Proposed Budget.

The higher actual revenue when compared to the Mid-Year Projection is mainly the result of greater than expected changes in several revenue streams. This increase was partially offset by timing differences in the collection of FY2021 property tax billings. Below you will find a summary of the most significant changes and timing differences.

Additional Revenues

- Increase by \$6.5 million in Commission Collections/Credit Card Fees compared to the Mid-Year projection. During FY2020 a new County policy was implemented to cover credit card convenience fees for taxpayers paying property taxes and other bills online. The cost to implement this policy was approximately \$12 million in FY2021. The Mid-Year projection for this revenue stream assumed a slightly greater impact associated with credit card convenience costs and a smaller growth in commission collections revenues, which explains the difference when compared to actual results.
- Increase by \$1.5 million in Court and Law Enforcement revenues. The increase is associated with the reopening of the courts and greater volume of cases going through the system when compared to the Mid-Year estimate.
- Increase by \$1.7 million in Indirect Cost revenue. This revenue stream represents the overhead charges for efforts generated by the General Fund on behalf of all other funds.
- Other revenue streams coming at a higher level than originally projected include:
 - Additional \$1.4 million in Prior Year Property Taxes
 - Additional \$1.2 million in Real Estate Transfer Tax Revenue
 - Additional \$500,000 in Sales Tax

Change in Revenue Due to Timing Differences

- Reduction of \$6 million in Current Year Property Tax collections. The Mid-Year Projection assumed a Current Year Property Tax collection rate of 96%. Actual Fulton County collections as of December 31st, 2021, reached 95%. This lower collection rate triggered a reduction in FY2021 Current Year Property Tax revenue, but will result in a corresponding increase in Prior Year Property Tax Collections during FY2022.
- Increase by \$4 million in Current Year Utility Property Tax Collections. Our Mid-Year Projection assumed approximately half of Current Year Utility Property Tax revenue to be collected in FY2021. Actual collections as of December 31st, 2021, are approximately 80% of the total amount. Higher collection than expected in FY2021 will result in a corresponding reduction in Prior Year Utility Tax Collections in FY2022.
- Increase by \$2.3 million Intergovernmental Local Revenue. This timing difference relates to payments from DeKalb County for the operations of the Library System. During FY2021 the County received a payment associated with FY2020. This timing difference is not expected to have an impact in FY2022. The timing difference occurred between FY2020 and FY2021.
- Increase in Animal Control revenue by \$400,000. The additional revenue in FY2021 relates to a portion of outstanding prior year balances being settled this year. This timing difference is not expected to have an impact in FY2022. The timing difference occurred between FY2020 and FY2021.

FY2021 General Fund Expenditures

The actual amount spent in FY2021 is \$727 million, which represents a \$7 million increase when compared to our Mid-Year Projection of \$720 million.

The difference is mostly the result of capital transfers requested by multiple departments in the Justice system to be dedicated for facility and IT related projects over the coming year, and funding set aside for capital upfront costs associated with the warehouse consolidation initiative.

General Fund FY2021 Fund Balance

The FY2021 ending Fund Balance is \$250 million. It is higher than the Mid-Year Fund Balance Projection of \$243 million used to prepare the FY2022 Proposed Budget by \$7 million.

GENERAL FUND REQUESTED CHANGES TO THE FY2022 BUDGET

The following changes to the FY202 Budget are being presented for consideration and approval.

Revenue:

Additional Revenues

1. Increase in Commission Collections/Credit Card Convenience Fees by \$3 million (recurring)

Action Required:

Board of Commissioners approval is requested to increase the Commissions on Tax Collections/Credit Card Charge revenue by \$3 million. The recommendation to adjust is based on the full year impact of credit card fee waivers this revenue stream experienced during FY2021, which is expected to continue during FY2022.

Change in Revenue Due to Timing Differences

2. Increase in FY2022 Prior Year Property Tax by \$6 million (non-recurring)

Action Required:

Board of Commissioners approval is requested to increase the Prior Year Property Tax revenue by \$6 million. Our FY2021 Mid-Year Projection assumed a 96% collection rate. Actual remittance received from the Tax Commissioner as of December 31, 2021 represents a 95% collection rate. As the collection rate in FY2021 was lower than expected, we propose a corresponding increase in the FY2022 Prior Year Property Tax collection amount by an additional 1% of FY2021 billings.

3. Reduction in FY2022 Prior Year Public Utility Property Tax revenue by \$4 million (non-recurring)

Action Required:

Board of Commissioners approval is requested to lower the Prior Year Public Utility Property Tax revenue by \$4 million. The County collected \$4 million in additional Current Year Public Utility Property Tax during 2021. This is a timing difference, which will trigger a reduction in Prior Year Public Utility Property Tax revenue in FY2022.

Expenditures:

1. Increase in the budget for the Board of Commissioners Department (District 6) by \$31,000 (recurring)
Action Required
Request is being made to the Board of Commissioners to increase the budget of the Board of Commissioners Department (District 6) by \$31,000. This funding will provide additional personnel resources.
2. Increase in the budget for the Board of Commissioners Department (District 4) by \$54,000 (recurring)
Action Required
Request is being made to the Board of Commissioners to increase the budget of the Board of Commissioners Department (District 4) by \$54,000. This funding will provide additional personnel resources.
3. Increase in the budget for the County Auditor by \$40,000 (recurring)
Action Required
Request is being made to the Board of Commissioners to increase the budget of the County Auditor. The additional resources will ensure personnel related costs for the Office are fully covered based on recent compensation rate approved by the Board of Commissioners for the County Auditor.
4. Increase in the Non-Agency budget by \$2.82 million (recurring)
Action Required
Request is being made to the Board of Commissioners to increase the Non-Agency budget by \$2.82. This funding will be dedicated as follows.
 - \$2.8 million (recurring) will facilitate additional resources for the FY2022 Cost of Living Adjustment initiative in case the Board of Commissioners chooses to approve a 7% COLA for employees.
 - \$21,000 (recurring) will be added to the Non-Agency budget to provide resources associated with the Municode enhancement request from the Clerk to the Board of Commissioners. Funds will be sounded to the Clerk's Office during FY2022 once a final estimate of costs is provided to the Finance Department.
5. Increase in the Non-Agency budget by \$7.5 million (non-recurring)
Action Required
Request is being made to the Board of Commissioners to increase the Non-Agency budget by \$7.5 million (non-recurring). These resources represent Appropriated Reserve of funds that can be dedicated to fund enhancements discussed by the Board of Commissioners during the last two Board meetings. The budget, as presented, is fully balanced through a combination of revenues, expenses, and the use of fund balance, and it is recommended that these funds be used for non-recurring items. The use of this Appropriated Reserve by the Board will not impact the balanced structure of the budget in its current form. During the Board of Commissioners meeting scheduled for January

5, 2022, the Board may decide to consider all existing and new enhancement requests presented by Board Members in the past discussions since the Proposed Budget was submitted. The Finance Department will consolidate and share with the Board of Commissioners the existing list of enhancements requested by Board Members by January 5, 2022.

GENERAL FUND SUMMARY

FY2021 – Results

Better than expected revenue collections in FY2021 provided approximately \$14.4 million in additional resources. Greater than projected expenses reduced available resources by approximately \$7 million. The combination of higher revenue and higher expenditures resulted in a fund balance that is approximately \$7.4 million higher than originally projected.

FY2022 – Revenue

Based on the latest information available regarding FY2021 Property Tax collection and billing amounts, and the different trends in revenues experienced across multiple revenue categories, we recommend an upward adjustment to FY2022 revenue by approximately \$4.8 million. The lion share of the increase are timing differences in Property Tax and Public Utility Tax collections.

FY2022 – Expenditure

We are recommending modifications for approximately \$10.5 million to the budget. These modifications include an additional allocation for the Cost-of-Living Adjustment initiative and an Appropriated Reserve that the Board of Commissioners can dedicate for any program/initiative/investment as part of the FY2022 budget. The difference between the additional resources available and the revisions to the expense budget represents the additional reserve needed to meet the County’s 16.67% reserve requirement.

FY2021 Actuals vs Mid-Year Projection			
<i>in Millions \$</i>	2021 Mid-Year Projection	2021 Actual Results	Diff
Revenue	\$ 736	\$ 750	\$ 14.4
Expenses	720	727	(7.0)
Rev>Expenses	16	23	7.4 A
Recommended Changes to FY2022 Revenue			
Change in Tax Revenue and Charges for Services			4.8 B
Recommended Changes to FY2022 Expenses			
Increase in Personnel Costs District 4,6 and County Auditor			-0.1
Additional Allocation for Cost of Living Initiative			-2.8
Appropriated Reserve to be Dedicated for Any Purpose in FY2022			-7.6
Increase in Fund Balance Reserve to Maintain 16.67% Requirement			-1.7
Total			-12.2 C
Balance Available to Allocate			- A+B+C

FULTON INDUSTRIAL FUND

FULTON INDUSTRIAL FY2021 YEAR END RESULTS

The table below is a summary of revenue and expenditures for the Fulton Industrial District in FY2021.

FY2021 Actuals vs Mid-Year Projection				
<i>in Millions \$</i>	2021 Mid-Year Projection	2021 Actual Results	Diff	
Revenue	\$ 18.5	\$ 18.9	0.4	
Expenses	19.7	24.1	(4.4)	
Rev>Expenses	-1.2	-5.2	-4.00	
Beg. Fund Balance	26.5	26.5		
Ending Fund Balance	25.3	21.3	-4.00	

FY2021 Fulton Industrial District (FID) Fund Revenue

The FID actual revenue total for FY2021 is \$18.9 million; an increase of approximately \$400,000 when compared to the Mid-Year Projection of \$18.5 million.

FY2021 Fulton Industrial District (FID) Fund Expenditures

The year-end actual expenditures total \$24.1 million, which is higher than the Mid-Year Projection of \$19.7 million by approximately \$4.4 million. The higher actual cost when compared to the Mid-Year Projection is the result of greater economic development and blight remediation expenditures than originally projected.

FY2021 Budget Fulton Industrial District (FID) Fund Balance

The ending Fund Balance for the FID is \$21.3 million. The amount is lower than the mid-year projection of \$25.3 million. The lower fund balance at the end of FY2021 was mostly the result of higher than projected expenditures.

FULTON INDUSTRIAL REQUESTED CHANGES TO THE FY2022 BUDGET

The following changes to the FY2022 Budget are being presented for consideration and approval.

Expenditures

- I. Increase in the budget for the Police Department by \$120,000 (non-recurring)
Action Required

Request is being made to the Board of Commissioners to increase the budget of the Police Department. The additional resources will be used to acquire three new police vehicles and corresponding equipment.

2. Decrease the Non-Agency budget by \$3.3 million (recurring)

Action Required

Request is being made to the Board of Commissioners to lower the Non-Agency budget. This adjustment will reduce the Appropriated Reserve in the FID fund that is being used for blight eradication and economic development efforts. The adjustment was triggered due to the timing of a real estate purchase, which occurred in late FY2021 rather than FY2022.

OTHER FUNDS REQUESTED CHANGES TO THE FY2022 BUDGET

RISK FUND

Expenditures:

1. Decrease in the expenditure budget for Non-Agency (recurring) by \$2.3 million

Action Required:

Board of Commissioners approval is requested to decrease the expenditure budget for Non-Agency. We recommend a reduction to the Risk Fund Appropriated Reserve in order to ensure the fund remains balanced. The reduction is the result of greater expenses than projected in FY2021, which resulted in a lower end of the year fund balance to be re-appropriated in FY2022.

2. Increase in the expenditure budget for the County Attorney by \$224,000 (recurring)

Action Required:

Board of Commissioners approval is requested to increase the expenditure budget for the County Attorney department. This additional allocation will provide one Attorney III and one Administrative Coordinator to the department in order to provide supplemental resources to address increasing workloads.

NEW POSITIONS LIST

The new booklet reflects all changes made to the New Positions List since the Proposed Budget was submitted to the Board of Commissioners in November. The new position list includes any action necessary to effectuate the requested changes to the FY2022 budget outlined above.

AML LIST

The new booklet includes the Annual Hardware and Software Maintenance and Support List for FY2022.

CC:

Alton Adams, Chief Operating Officer

Dr. Pamela Roshell, Chief Operating Officer

Y. Soo Jo, County Attorney

Hakeem Oshikoya, Finance Director

Ray Turner, Deputy Finance Director


James Husserl, Budget Manager


Tonya Grier, Clerk to the Board of Commissioners

INTER-OFFICE MEMORANDUM



TO: BOARD OF COMMISSIONERS

THROUGH: Dick Anderson, County Manager 

FROM: Sharon L. Whitmore, Chief Financial Officer 

DATE: January 5, 2022

SUBJECT: FY2022 Change to the Proposed Budget – Special Appropriation Fund

The attached is presented for consideration and approval as revision to the budget presented for Fund 441 on page 25 of the 2022 Revised Proposed Budget booklet submitted to the Board of Commissioners on Monday.

SPECIAL APPROPRIATION FUNDS

Upon additional review of Fund 441, Restricted Assets, there was additional revenue received during 2021 that needs to be reflected to the total approved budget amount.

Revenue and Expenditures

1. Increase revenue amount by \$552,947 to \$829,943 to reflect total revenue received in 2021.
2. Increase Anticipated Expenditures amount to \$1,416,709 to reflect additional revenue which will be available for use in 2022.

Action Required

Request is being made to the Board of Commissioners to increase the budget for FY2022 as presented.

We apologize for any inconvenience this oversight may have caused.


CC:


Alton Adams, Chief Operating Officer
Dr. Pamela Roshell, Chief Operating Officer
Y. Soo Jo, County Attorney
Hakeem Oshikoya, Finance Director
Ray Turner, Deputy Finance Director
James Husserl, Budget Manager
Tonya Grier, Clerk to the Board of Commissioners

INTER-OFFICE MEMORANDUM



TO: BOARD OF COMMISSIONERS

THROUGH: Dick Anderson, County Manager 

FROM: Sharon L. Whitmore, Chief Financial Officer 

DATE: January 19, 2022

SUBJECT: Modification to the FY22 Proposed Budget since January 5th, 2022, and Additional Information about the Registration and Elections Budget

Please find below a list of pending modifications to the FY2022 Proposed Budget. This list incorporates changes since the last Board of Commissioners meeting held on January 5, 2022. The memo also includes additional clarifying information regarding the 2020 Election cycle expenses compared to the 2022 Proposed Budget for the Registration and Elections Department.

GENERAL FUND EXPENDITURES:

- I. Increase in the budget for the Board of Commissioners Department (District 4) by \$8,200 (recurring)

Action Required

Request is being made to the Board of Commissioners to increase the budget of the Board of Commissioners Department (District 4) by \$8200. This funding will supplement the personnel budget to account for pay modifications resulting from ACCG professional certification awarded to an elected official.

NEW POSITIONS LIST

- I. New Classification – Addition
Director of Economic Development (Grade 30)

Salary Range	MIN	MID	MAX
30	107,588	118,347	161,383

AML LIST

- I. Item added to the AML list

Item #	Type	Vendor Name	Product Name	Description	Funding Source	2022 Projected Expenditure
Added	Hardware	Dominion Voting System	Hardware Extended Warranty	Hardware Extended Warranty	Registration & Elections	\$501,746.00

COMPARISON 2020 ELECTION CYCLE AND FY2022 REGISTRATION AND ELECTIONS BUDGET

During the January 5, 2022, Board of Commissioners meeting, additional clarifying information was requested about the FY2022 Registration and Elections budget. The Executive Team has gathered this information and will include it in our website. The information includes a summary of the 2020 election cycle costs and detailed information submitted by the Registrations and Elections Department associated with their FY2022 budget submission. The information will be made available on our budget website <https://www.fultoncountygga.gov/inside-fulton-county/open-government/budget> within the FY2022 budget segment.

Below you will find the 2020 election cycle costs, which includes expenses from both FY2020 and FY2021 (January 5, 2021 Runoff Elections), compared to the FY2022 Registration and Elections budget. This summary provides a holistic view of sources of funds and expenses for each cost center (including each election).

FY2020 -2021 (January) Election Cycle					
Description of Costs Center	Source of Funds				
	General Fund	CAREs	Grant	Capital	Grand Total
Administration - 2020	\$ 3,323,441	\$ 1,487,342	\$ -	\$ -	\$ 4,810,783
June - 2020	4,675,199				4,675,199
August 2020	4,421,738	212,002	26,471		4,660,211
September 2020	981,077		313,048		1,294,125
November 2020 - Some Costs Paid in 2021	6,140,024		3,914,429		10,054,453
December 2020 - Some Costs Paid in 2021	1,417,177	356,857	1,000,400		2,774,434
Audit 2020 - Some Costs Paid in 2021	719,030	188,438			907,468
January 2021 - Cost paid in 2021	3,449,051		3,624,225		7,073,277
Capital Investment		3,561,743		4,460,223	8,021,966
Grand Total	\$25,126,736**	\$ 5,806,382	\$ 8,878,573	\$ 4,460,223	\$ 44,271,915

** Includes 2020 and 2021 expenses for the January 5th, 2021, election.

GF FY2020 Costs - \$18.4M

GFY2021 Costs - \$6.7M - January 5th

FY2022 Registration and Elections Budget					
Description of Costs Center	Source of Funds				
	General Fund	Federal	Grant	Capital	Grand Total
Administration	\$ 4,686,225	\$ -	\$ -	\$ -	\$ 4,686,225
Primary	10,475,096				10,475,096
Primary Runoff / General Run Off	9,852,568				9,852,568
Gubernatorial Election	12,403,864				12,403,864
Grand Total	\$ 37,417,753	\$ -	\$ -	\$ -	\$ 37,417,753

CC:

Alton Adams, Chief Operating Officer

Dr. Pamela Roshell, Chief Operating Officer

Y. Soo Jo, County Attorney

Hakeem Oshikoya, Finance Director

Ray Turner, Deputy Finance Director


James Husserl, Budget Manager


Tonya Grier, Clerk to the Board of Commissioners

INTER-OFFICE MEMORANDUM



TO: BOARD OF COMMISSIONERS

THROUGH: Dick Anderson, County Manager 

FROM: Sharon L. Whitmore, Chief Financial Officer 

DATE: January 20, 2022

SUBJECT: Amendments to the Revised FY2022 Proposed Budget Approved on January 19, 2022.

Attached is the list of amendments to the Revised FY2022 Proposed Budget. These final set of changes were approved by the Board of Commissioners on January 19, 2022. The FY2022 Budget was adopted during the Board of Commissioners meeting held on January 19, 2022.

CHANGES TO THE FY2022 PROPOSED BUDGET

1. Approve all changes outlined on the January 5, 2022 memos¹ and on the January 19, 2022, memo².
2. Increase in the budget for the Behavioral Health Department by \$400,000 (non-recurring) in the General Fund. These resources will be dedicated towards PAD – Pre-Arrest-Diversion – programs.
3. Increase the budget for the Community Development Department by \$150,000 (non-recurring) in the General Fund. These resources will be allocated to the National Black College Alumni Hall of Fame.
4. Increase the budget for the Library Department by \$7,500 (non-recurring) in the General Fund. These resources will be allocated for the purchase of equipment.
5. Reduction in the General Fund Non-Agency budget by \$715,700 (recurring) to accommodate all the changes being requested. These funds will be taken from the Non-Agency appropriated reserve. After these transfers, the appropriated reserve will decrease from \$7,588,907 to \$6,873,207.

CC:
Alton Adams, Chief Operating Officer
Dr. Pamela Roshell, Chief Operating Officer
Y. Soo Jo, County Attorney
Hakeem Oshikoya, Finance Director
Ray Turner, Deputy Finance Director
James Husserl, Budget Manager
Tonya Grier, Clerk to the Board of Commissioners

1 January 5, 2022 includes two memos. 1) FY2021 Budget Year-end Actuals and FY2022 Changes to the Proposed Budget 2) FY2022 Change to the Proposed Budget – Special Appropriation Fund

2 January 19, 2022 includes one memo. 1) Modification to the FY22 Proposed Budget since January 5th, 2022, and Additional Information about the Registration and Elections Budget

Fund Synopsis

Fulton County's Budget is structured on the basis of individual funds. Each fund represents a distinct financial entity with its own revenues and expenditures. Listed below is a description of the major operating funds used.

The General Fund (Fund 100) is a tax-based fund used to provide and account for costs of services, which are supplied, on a countywide basis, such as court, health, library and welfare services.

The Fulton Industrial District Fund (Fund 301) is used to account for all financial activities in the Fulton Industrial Boulevard Corridor, north of I20. Separate taxes are levied in the area and municipal type services are provided for the citizens living in the area. The municipal type services provided include police, fire, code enforcement and business license. Financing is provided by a specific annual property tax levy and fees and charges for services.

The Communications (911) Fund (Fund 340) was created in 1994. This fund provides for the County's emergency communication operation. It is funded by the "911 surcharge" on county residents' telephone bills and by a supplement from the General Fund.

The Water & Sewer Revenue System (Fund 201), which is composed of the Water & Sewer Revenue Fund, and the Water & Sewer Renewal and Extension Fund (Fund 203), is funded principally from fees paid by water and sewer customers for water and sewer services. Taxes are not used as a source of revenue for the system; fees are set at a level to make the system self-supporting.

The Bond Fund (Fund 600) is a taxed-based fund used by Fulton County to provide the capital necessary for major infrastructure improvements and falls into two categories:

- Annual Bond – General Obligation Bond (GOB). The entire general tax-base of Fulton County supports debt incurred through an issuance of these bonds. The County is authorized by the State to issue up to \$3,000,000 in (GOB) on an annual basis without a referendum.
- Referendum General Obligation Bonds. The entire general tax base of the County supports debt created by issuing this type of bond. State Law requires that a referendum be held before these bonds may be issued.

The Risk Management Fund (Fund 725) was created in 1999 to account for insurance services provided to all agencies in the County. The primary insurance activities financed from this fund include automobile physical damage, automobile liability, employee and Public Officials bonds, building & contents, medical malpractice, general liability, risk management operating expenses, and in 2004 the Workers' Compensation self-insurance program.

The Airport Fund (Fund 200) was created in 2002 to be in compliance with the Government Accounting Standards Board's (GASB) thirty-four (34) reporting requirements that require an Airport to operate and be reported as an Enterprise Fund. The Airport Fund's Budget is balanced using revenues generated from services, rentals and sales.

The Special Appropriation Funds (various funds) are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purposes.

FY2022 Adopted Budget by Fund and Year

in millions \$

Fund	FY2020 Amended Budget	FY2021 Amended Budget	FY2022 Adopted Budget
General Fund	\$ 782.1	\$ 800.4	\$ 857.2
Airport Fund	6.1	5.6	7.6
Water Revenue Fund	142.6	156.0	159.3
Water Renewal Fund	133.9	104.9	100.1
FID Fund	42.7	43.1	28.2
911 Emergency Fund	7.8	7.7	8.6
Bond Fund Library	15.5	15.5	15.6
Risk Fund	53.5	58.1	64.2
Special Appropriation	18.3	16.9	17.5
Grand Total	\$ 1,202.4	\$ 1,208.3	\$ 1,258.2

Fulton County FY2022 Adopted Budget General Fund

	2021 Amended Budget	2021 Actuals	2022 Proposed Budget	Approved Changes to Proposed Budget Jan 5 & Jan 19	2022 Adopted Budget
REVENUES					
Property Taxes	\$ 615,804,376	\$ 640,693,956	\$ 650,345,350	\$ 1,882,947	\$ 652,228,297
Local Option Sales Taxes	13,500,000	15,024,034	15,000,000	-	15,000,000
All Other	77,536,517	94,558,055	80,200,404	3,000,000	83,200,404
Total Revenues	\$ 706,840,893	\$ 750,276,045	\$ 745,545,754	\$ 4,882,947	\$ 750,428,702
EXPENDITURES					
Arts and Culture	\$ 4,693,144	3,957,770	\$ 4,484,291	\$ 150,000	\$ 4,634,291
Behavioral Health	15,837,949	12,894,054	16,650,336	400,000	17,050,336
Board of Commissioners	4,016,177	3,266,192	3,939,017	93,026	4,032,043
Clerk to the Commission	1,106,937	955,908	1,270,823		1,270,823
Community Dev.	9,052,492	8,294,786	9,081,334	150,000	9,231,334
County Attorney	3,650,564	3,650,564	3,650,564		3,650,564
County Auditor	1,226,793	1,133,183	1,282,524	39,750	1,322,274
County Manager	4,232,910	3,892,769	3,619,870		3,619,870
Econ. Dev./ Select Fulton			655,653		655,653
Diversity and Civil Rights	1,592,822	1,253,544	1,540,400		1,540,400
Emergency Management	5,429,320	5,077,621	5,577,684		5,577,684
Child Attorney	2,692,734	2,438,317	2,812,243		2,812,243
County Marshal	6,632,708	6,210,961	7,060,063		7,060,063
District Attorney	26,347,265	25,474,597	31,541,968		31,541,968
Emergency Services - 911	3,526,643	3,227,417	3,561,915		3,561,915
External Affairs	3,462,828	3,204,378	3,851,484		3,851,484
Family & Children Service	1,684,840	933,956	1,684,840		1,684,840
Finance	7,470,915	6,485,232	7,429,525		7,429,525
Grady Hospital Transfer	61,904,535	61,904,005	63,850,095		63,850,095
HIV Aids	139,000	37,937	147,002		147,002
BOH Allocation	10,375,131	10,375,131	11,613,441		11,613,441
Information Technology	29,834,237	24,369,295	31,777,902		31,777,902
Juvenile Court	15,660,731	15,425,181	15,564,011		15,564,011
Library	29,830,146	26,293,928	30,445,405	7,500	30,452,905
Magistrate Court	3,790,516	3,554,777	3,461,171		3,461,171
Medical Examiner	5,307,877	4,720,442	5,776,836		5,776,836
Non Agency	177,757,339	150,887,119	177,892,600	2,821,000	180,713,600
- Emergency Response Res	14,900,000	10,413,357	16,400,000		16,400,000
- Appropriated Reserve		-		6,873,207	6,873,207
Human Resources	5,636,496	5,385,114	5,768,382		5,768,382
Police	7,110,911	5,890,475	9,273,406		9,273,406
Probate Court	4,042,713	3,896,808	4,265,161		4,265,161
Public Defender	19,906,311	17,176,309	20,180,272		20,180,272
Public Works	500,000	450,000	500,000		500,000
Purchasing	4,069,653	3,227,538	4,535,416		4,535,416
Real Estate & Asset Mgmt	32,676,173	30,932,238	34,644,743		34,644,743
Registration & Elections	16,765,025	14,940,219	37,417,753		37,417,753
Senior Services	21,874,133	19,693,749	22,287,932		22,287,932
Sheriff	122,783,203	121,438,131	125,595,743		125,595,743
State Court - General	8,179,599	7,208,686	8,263,713		8,263,713
State Court - Judges	5,891,884	5,541,081	6,125,060		6,125,060
Solicitor General	10,742,446	9,569,789	10,095,883		10,095,883
Superior & Magistrate Cou	21,121,704	20,064,914	21,779,417		21,779,417
Superior Court - General	22,412,424	21,217,533	23,102,099		23,102,099
Superior Court - Judges	8,219,238	8,165,285	8,455,367		8,455,367
Tax Assessor	20,630,038	17,022,461	20,974,825		20,974,825
Tax Commissioner	15,637,212	15,138,077	16,773,611		16,773,611
Total of Expenditures	800,355,716	727,290,830	\$ 846,661,779	\$ 10,534,483	\$ 857,196,262
Revenues > Expenditures	\$ (93,514,823)	\$ 22,985,215	\$ (101,116,025)		\$ (106,767,561)
Fund Balance - Beginning	\$ 226,934,121	\$ 226,934,121			\$ 249,919,336
Fund Balance - Ending	\$ 133,419,299	\$ 249,919,336			\$ 143,151,776
Fund Balance Minimum Reserve Requirement	\$ 133,419,299				\$ 143,151,776

**Fulton County FY2022 Adopted Budget
Airport Fund**

Adopted
January 19, 2022

	2020 Actual	2021 Adopted Budget	2021 Actual	2022 Adopted Budget
REVENUES				
Rents & Royalties	\$ 1,463,392	\$ 1,463,392	\$ 1,792,131	\$ 1,565,330
Lease Payment	1,500,000	1,500,000	1,550,000	1,500,000
Sales Tax for Jet Fuel	295,249	303,654	573,634	415,318
Other Revenue			704,931	150,000
Total Revenues	\$ 3,258,641	\$ 3,267,046	\$ 4,620,696	\$ 3,630,648
EXPENDITURES				
Public Works	\$ 3,333,914	\$ 5,187,208	\$ 1,466,401	\$ 7,106,125
Fire (ARFF Operations)	152,337	400,000	162,899	450,000
Total Expenditures	\$ 3,486,251	\$ 5,587,208	\$ 1,629,300	\$ 7,556,125
Revenues > Expenditures	\$ (227,610)	\$ (2,320,162)	\$ 2,991,396	\$ (3,925,477)
Retained Earnings - Beginning	\$ 2,547,772	\$ 2,320,162	\$ 2,320,162	\$ 5,311,558
Retained Earnings - Ending	\$ 2,320,162	\$ -	\$ 5,311,558	\$ 1,386,081

Fulton County FY2022 Adopted Budget
Water and Sewer Revenue Fund

Adopted
December 15, 2021

	2020 Actual	2021 Adopted Budget	2021 Actual	2022 Adopted Budget
REVENUES				
Charges for Services	\$ 136,700,430	\$ 141,161,218	\$ 146,068,053	\$ 146,296,906
Total Revenues	\$ 136,700,430	\$ 141,161,218	\$ 146,068,053	\$ 146,296,906
EXPENDITURES				
Non Agency	\$ 2,252,288	\$ 4,438,825	\$ 2,676,149	\$ 3,003,000
Transfer to Sinking Fund	40,954,607	45,140,000	39,599,553	39,600,000
Transfer to Renewal & Extension	22,977,042	32,000,000	32,000,000	40,449,870
Public Works	61,265,852	69,171,398	62,969,524	70,964,219
Finance	3,183,999	3,243,492	3,192,217	3,297,570
Human Resources	281,056	281,000	269,548	281,000
County Attorney	570,616	570,616	570,616	570,616
Information Technology	941,249	1,161,641	810,134	1,120,146
Total Expenditures	\$ 132,426,710	\$ 156,006,972	\$ 142,087,742	\$ 159,286,421
Revenues > Expenditures	\$ 4,273,721	\$ (14,845,754)	\$ 3,980,311	\$ (12,989,515)
Retained Earnings - Beginning	\$ 33,154,003	\$ 37,427,723	\$ 37,427,723	\$ 41,408,034
Retained Earnings - Ending	\$ 37,427,723	\$ 22,581,970	\$ 41,408,034	\$ 28,418,520

**Fulton County FY2022 Adopted Budget
Water and Sewer Renewal Fund**

Adopted
December 15, 2021

	2020 Actual	2021 Adopted Budget	2021 Actual	2022 Adopted Budget
REVENUES				
Assessments	\$ 8,316,011	\$ 8,488,759	\$ 7,697,222	\$ 7,771,234
Transfer from W & S Fund	22,977,042	32,000,000	32,000,000	40,449,870
Total Revenues	\$ 31,293,053	\$ 40,488,759	\$ 39,697,222	\$ 48,221,104
EXPENDITURES				
Information Technology	\$ 115,244	\$ 109,795	\$ 108,812	\$ 108,747
Public Works	9,409,315	12,784,418	8,391,046	12,991,632
Non Agency	1,033,833	1,981,102	1,139,065	1,994,721
Multi-year Expenditures	60,317,506	90,000,000	45,119,271	85,000,000
Total Expenditures	\$ 70,875,899	\$ 104,875,315	\$ 54,758,193	\$ 100,095,100
Revenues > Expenditures	\$ (39,582,845)	\$ (64,386,556)	\$ (15,060,970)	\$ (51,873,996)
Retained Earnings - Beginning	\$ 109,757,613	\$ 70,174,768	\$ 70,174,768	\$ 55,113,797
Retained Earnings - Ending	\$ 70,174,768	\$ 5,788,212	\$ 55,113,797	\$ 3,239,801
Reserve for CIP	\$ 70,174,768	\$ 5,788,212	\$ 55,113,797	\$ 3,239,801

**Fulton County FY2022 Adopted Budget
Fulton Industrial Fund (FID)**

Adopted
January 19, 2022

	2021 Amended Budget	2021 Actual	2022 Proposed Budget	Approved Changes to Proposed Budget Jan 5 & Jan 19	2022 Adopted Budget
REVENUES					
Property Taxes	\$ 13,138,390	\$ 13,749,202	\$ 6,261,326		\$ 6,261,326
License & Permits	3,130,086	3,118,313	125,110		125,110
All Other	2,218,502	1,576,390	5,365		5,365
Transfer GF PW	500,000	450,000	500,000		500,000
Total Revenues	\$ 18,986,978	\$ 18,893,906	\$ 6,891,801	\$ -	\$ 6,891,801
EXPENDITURES					
Finance	\$ 90,467	\$ 39,027	\$ 86,555		\$ 86,555
Fire Rescue	3,708,000	1,477,083	325,000		325,000
Public Works	10,826,930	4,209,892	2,520,069		2,520,069
Non Agency	22,808,361	13,443,509	26,099,295	(3,314,683)	22,784,612
Police	5,715,521	4,905,039	2,409,780	119,688	2,529,468
Total Expenditures	\$ 43,149,279	\$ 24,074,551	\$ 31,440,699	\$ (3,194,995)	\$ 28,245,704
Revenues > Expenditures	\$ (24,162,301)	\$ (5,180,645)	\$ (24,548,898)		\$ (21,353,903)
Fund Balance - Beginning	\$ 26,534,548	\$ 26,534,548			\$ 21,353,903
Fund Balance - Ending	\$ 2,372,247	\$ 21,353,903			\$ 0

**Fulton County FY2022 Adopted Budget
Emergency Communications (911)**

Adopted
January 19, 2022

	2020 Actual	2021 Adopted Budget	2021 Actual	2022 Adopted Budget
REVENUES				
User Fees	\$ 3,673,454	\$ 2,606,000	\$ 3,565,488	\$ 3,245,934
Transfer from FID	415,000	415,000	415,000	415,000
Supplement from External Users	2,944,844	2,948,844	2,503,472	2,435,213
*Pre Paid Wireless Fee	620,726	575,550	624,388	570,188
Total Revenues	\$ 7,654,024	\$ 6,545,394	\$ 7,108,349	\$ 6,666,335
EXPENDITURES				
Emergency Communications	\$ 6,425,974	\$ 7,717,817	\$ 6,262,639	\$ 8,575,494
Total Expenditures	\$ 6,425,974	\$ 7,717,817	\$ 6,262,639	\$ 8,575,494
Revenues > Expenditures	\$ 1,228,050	\$ (1,172,423)	\$ 845,709	\$ (1,909,159)
Fund Balance - Beginning	\$ 3,614,998	\$ 4,843,046	\$ 4,843,046	\$ 5,688,756
Fund Balance - Ending	\$ 4,843,046	\$ 3,670,623	\$ 5,688,756	\$ 3,779,597

Fulton County FY2022 Adopted Budget Bond Fund

Adopted
January 19, 2022

	2020 Actual	2021 Adopted Budget	2021 Actual	2022 Adopted Budget
REVENUES				
Property Tax	\$ 17,682,861	\$ 17,557,700	\$ 19,739,822	\$ 19,069,008
Total Revenues	\$ 17,682,861	\$ 17,557,700	\$ 19,739,822	\$ 19,069,008
EXPENDITURES				
Non-Agency - Debt Services	\$ 15,506,250	\$ 15,528,522	\$ 15,528,522	\$ 15,552,700
Total Expenditures	15,506,250	15,528,522	15,528,522	15,552,700
Revenues > Expenditures	\$ 2,176,610	\$ 2,029,178	\$ 4,211,300	\$ 3,516,308
Fund Balance - Beginning	\$ 32,938,922	\$ 35,115,533	\$ 35,115,533	\$ 39,326,833
Fund Balance - Ending	\$ 35,115,533	\$ 37,144,711	\$ 39,326,833	\$ 42,843,141

Fulton County FY2022 Adopted Budget Risk Fund

Adopted
January 19, 2022

	2021 Adopted Budget	2021 Actual	2022 Proposed Budget	Approved Changes to Proposed Budget Jan 5 & Jan 19	2022 Adopted Budget
REVENUES					
Transfers-In from Other Funds-Risk Assessment	\$ 15,644,787	\$ 16,199,685	\$ 16,113,040		\$ 16,113,040
Other Revenue	-	32,543	23,048		23,048
Transfers-In from Other Funds - County Attorney	4,221,180	4,221,180	4,221,180		4,221,180
Total Revenues	\$ 19,865,967	\$ 20,453,408	\$ 20,357,268		\$ 20,357,268
EXPENDITURES					
Non-Agency - Direct Chgs/Settlements	\$ 48,850,330	\$ 7,800,386	\$ 57,000,000	\$ (2,271,352)	\$ 54,728,648
County Attorney	7,957,911	7,567,898	\$ 7,957,272	\$ 223,691	\$ 8,180,963
Finance	1,334,024	1,057,808	\$ 1,312,499		\$ 1,312,499
Total Expenditures	\$ 58,142,265	\$ 16,426,092	\$ 66,269,771	\$ (2,047,661)	\$ 64,222,110
Revenues > Expenditures	\$ (38,276,298)	\$ 4,027,316	\$ (45,912,503)		\$ (43,864,842)
Fund Balance - Beginning	\$ 40,337,527	\$ 40,337,527			\$ 44,364,842
Fund Balance - Ending	\$ 2,061,229	\$ 44,364,842			\$ 500,000

SPECIAL APPROPRIATION FUNDS — DESCRIPTION OF PURPOSE

Special Appropriation Funds are used to account for the revenue received from specific taxes or other specific revenue sources.

Fund 215, Wolf Creek Fund: This is an enterprise fund that was originally established to account for the financial activities of the Wolf Creek Amphitheater. The operations of the Amphitheater are scheduled to be transferred to the City of South Fulton. Any remaining resources will be utilized to pay outstanding invoices.

Fund 300, Special Taxing District Fund: Pursuant to House Bill 36 the Special Taxing Districts were broken out into Sub-Districts representing the major non-contiguous areas of unincorporated Fulton County. This fund does not provide any type of services as all unincorporated areas in the county are now incorporated (with the exception of FID north of I20). All resources in the fund are being utilized to settle remaining liabilities.

Fund 308, Special Revenue TSPLOST: A majority of voters of Fulton County approved a Transportation Special Purpose Local Option Sales Tax which began on April 1, 2017 and will continue until March 31, 2022. The proceeds from this tax are to be used for a number of transportation projects.

Fund 345, Sandy Springs Tax Allocation District: Holds residual monies of slightly over \$3,000 for a tax allocation which was not finalized.

Fund 419, Clerk of Superior & Magistrate Court Technology Fund: Funds are generated through the E-Recording fees and will be used for technology in the Clerk of Superior & Magistrate Court.

Fund 421, Sheriff's Sale Fund: Funds generated through the sale of tax deeds on the Courthouse steps due to outstanding property taxes. Proceeds are used to offset the costs associated with the Sheriff's Tax Sale process.

Fund 422, D.A.T.E. Fund: Funds are generated through Judge ordered fines in Drug Court. Offenders are fined and 50% is added to the fine and are used for drug, alcohol, training and education purposes.

Fund 423, Business Court Fund: Funds are generated by a transfer fee that helps defray the costs of the senior judges as more cases are transferred to this division.

Fund 429, Superior Court Technology Fund: Funding will be used for technology in the Superior Court.

Fund 433, Law Library Fund: Funds are used to procure and maintain a collection of law books and legal references for use by citizens, judges, magistrates and county staff.

Fund 434, Co-op Extension: Fees from the rental of county properties and Community Garden.

Fund 439, Fulton Clerks of Courts Technology Fund: Funds are generated through the E-File fees and will be used for technology in the Clerks to Superior & Magistrate Court and State Court.

Fund 441, Restricted Assets: 5% of the fines collected from all courts are used to fund the operations of Victim Assistance Programs.

Fund 442, Federal Equitable Sharing: Proceeds of liquidated seized assets from asset forfeitures are shared between law enforcement agencies – Fulton County Share.

Fund 451, Salute to the Arts: Funds are used to pay for Arts Council programming.

Fund 453, Special Revenue Funds: Agency Funds – Represents funds received from private donations for a variety of reasons. i.e., Beat the Odds Program, South Fulton Leadership Conference, Dept. Head flowers & retirement gifts, LGSF Conference, Judges Conference and children medical prescriptions.

Fund 454, Hotel/Motel Taxes: Represents funds collected by 3rd party company.

Fund 455, Tommie Dora Barker Fellow Endowment: Due to the closing of the Emory University School of Library Science, the assets of the Tommie Dora Barker Fellowship Endowment were transferred by Court Order to the Atlanta Fulton Public Library to be used for the purpose of staff development.

Fund 456, FulCo/Atlanta Reappraisal Project: Previous funding dedicated for property reappraisals.

Fund 458, Indigent Defense Committee: Funds used to pay attorneys to provide fair and equal representation for individuals who cannot afford representation.

Fund 462, Fitness Center: County employees pay, via payroll deduction, funds that provide for staffing and operation of the Fitness Center. (100% Employee Paid Dues)

Fund 468, Employee Service Fund: Represents funds received from vending machines and used to fund Fulton County employee appreciation events.

Fund 470, NACO Conference: Funds were accumulated for attendance at NACO conferences in prior years.

Fund 473, Tree Preservation Trust Fund: Developer related funding for the replacement of trees and preservation of greenspace and is held in trust pending final site plan approval.

Fund 474, Tree Plant Trust Fund: Funds shall be used to plant, install, and/or maintain trees and other landscaping on the site of a Capital Project or at public places in the Commission District.

Fund 84C, Public, Education, and Government (PEG) Fund: Accounts for the receipt and expenditure of PEG fees collected through cable providers that are legally restricted for capital expenditures related to the County's cable access channel.

Special Revenue Fund for Constitutional Officers: Funds are generated from inmate commissary purchases at the Fulton County Jail and Alternative Dispute Resolution activity administered by Superior Court.

Fulton County FY2022 Adopted Budget Special Appropriation Funds

Fund 215, Wolf Creek Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$10,000
Use of Fund Balance	\$55,746	\$79,439
Anticipated Expenditures	<u>\$55,746</u>	<u>\$33,693</u>
Ending Fund Balance	\$0	\$55,746
Fund 300, Special Services District Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$0
Use of Fund Balance	\$50,132	\$79,183
Anticipated Expenditures	<u>\$50,132</u>	<u>\$29,051</u>
Ending Fund Balance	\$0	\$50,132
Fund 308, Special Revenue Fund T-SPLOST	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$150,000	\$584,049
Use of Fund Balance	\$1,699,616	\$1,312,395
Anticipated Expenditures	<u>\$1,849,616</u>	<u>\$196,827</u>
Ending Fund Balance	\$0	\$1,699,616
Fund 345, Sandy Springs Tax Allocation District	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$0
Use of Fund Balance	\$3,125	\$3,125
Anticipated Expenditures	<u>\$3,125</u>	<u>\$0</u>
Ending Fund Balance	\$0	\$3,125
Fund 419, Clerk of Superior & Magistrate Court Technology Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$115,000	\$526,003
Use of Fund Balance	\$411,825	\$202,822
Anticipated Expenditures	<u>\$526,825</u>	<u>\$317,000</u>
Ending Fund Balance	\$0	\$411,825
Fund 421, Sheriff's Sale Fund (SY)	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$300,000	\$608,361
Use of Fund Balance	\$292,719	\$139,945
Anticipated Expenditures	<u>\$592,719</u>	<u>\$455,587</u>
Ending Fund Balance	\$0	\$292,719
Fund 422, D.A.T.E. Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$125,381
Use of Fund Balance	\$2,242,469	\$2,184,700
Anticipated Expenditures	<u>\$2,242,469</u>	<u>\$67,612</u>
Ending Fund Balance	\$0	\$2,242,469
Fund 423, Business Court Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$14,000
Use of Fund Balance	\$69,722	\$57,607
Anticipated Expenditures	<u>\$69,722</u>	<u>\$1,885</u>
Ending Fund Balance	\$0	\$69,722
Fund 429, Superior Court Technology Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$0
Use of Fund Balance	\$71,502	\$71,502
Anticipated Expenditures	<u>\$71,502</u>	<u>\$0</u>
Ending Fund Balance	\$0	\$71,502

A brief description of each fund is located in front of the special revenue schedule.

Fulton County FY2022 Adopted Budget Special Appropriation Funds

Fund 433, Law Library Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$427,880
Use of Fund Balance	\$2,058,775	\$1,838,615
Anticipated Expenditures	<u>\$2,058,775</u>	<u>\$207,720</u>
Ending Fund Balance	\$0	\$2,058,775
Fund 434, Co-op Extension	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$5,100
Use of Fund Balance	\$20,708	\$23,436
Anticipated Expenditures	<u>\$20,708</u>	<u>\$7,828</u>
Ending Fund Balance	\$0	\$20,708
Fund 439, Fulton Clerks of Courts Technology Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$100,000	\$397,321
Use of Fund Balance	\$1,233,627	\$922,425
Anticipated Expenditures	<u>\$1,333,627</u>	<u>\$86,118</u>
Ending Fund Balance	\$0	\$1,233,627
Fund 441, Restricted Assets (SY/MY)	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$640,000	\$829,943
Use of Fund Balance	\$776,709	\$615,551
Anticipated Expenditures	<u>\$1,416,709</u>	<u>\$668,785</u>
Ending Fund Balance	\$0	\$776,709
Fund 442, Federal Equitable Sharing	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$38,205
Use of Fund Balance	\$215,586	\$333,722
Anticipated Expenditures	<u>\$215,586</u>	<u>\$156,341</u>
Ending Fund Balance	\$0	\$215,586
Fund 451, Salute to the Arts	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$0
Use of Fund Balance	\$3,668	\$3,668
Anticipated Expenditures	<u>\$3,668</u>	<u>\$0</u>
Ending Fund Balance	\$0	\$3,668
Fund 453, Special Revenue Funds	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$1,050
Use of Fund Balance	\$257,307	\$256,557
Anticipated Expenditures	<u>\$257,307</u>	<u>\$300</u>
Ending Fund Balance	\$0	\$257,307
Fund 454, Hotel/Motel Tax	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$150,000	\$150,000
Use of Fund Balance	\$0	\$0
Anticipated Expenditures	<u>\$150,000</u>	<u>\$150,000</u>
Ending Fund Balance	\$0	\$0
Fund 455, Tommie Dora Barker Fellow Endowment	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$0
Use of Fund Balance	\$170,837	\$170,837
Anticipated Expenditures	<u>\$170,837</u>	<u>\$0</u>
Ending Fund Balance	\$0	\$170,837

A brief description of each fund is located in front of the special revenue schedule.

Fulton County FY2022 Adopted Budget Special Appropriation Funds

Fund 456, FulCo/Atlanta Reappraisal Project	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$0
Use of Fund Balance	\$24,747	\$24,747
Anticipated Expenditures	<u>\$24,747</u>	<u>\$0</u>
Ending Fund Balance	\$0	\$24,747
Fund 458, Indigent Defense Committee	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$0
Use of Fund Balance	\$20	\$20
Anticipated Expenditures	<u>\$20</u>	<u>\$0</u>
Ending Fund Balance	\$0	\$20
Fund 462, Fitness Center	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$0
Use of Fund Balance	\$21,980	\$21,980
Anticipated Expenditures	<u>\$21,980</u>	<u>\$0</u>
Ending Fund Balance	\$0	\$21,980
Fund 468, Employee Service Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$30,000	\$473,620
Use of Fund Balance	\$1,002,740	\$1,195,343
Anticipated Expenditures	<u>\$1,032,740</u>	<u>\$666,223</u>
Ending Fund Balance	\$0	\$1,002,740
Fund 470, NACO Conference	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$0
Use of Fund Balance	\$63,437	\$63,437
Anticipated Expenditures	<u>\$63,437</u>	<u>\$0</u>
Ending Fund Balance	\$0	\$63,437
Fund 473, Tree Preservation Trust Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$22,750
Use of Fund Balance	\$247,843	\$474,117
Anticipated Expenditures	<u>\$247,843</u>	<u>\$249,024</u>
Ending Fund Balance	\$0	\$247,843
Fund 474, Tree Plant Trust Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$0
Use of Fund Balance	\$256,537	\$256,537
Anticipated Expenditures	<u>\$256,537</u>	<u>\$0</u>
Ending Fund Balance	\$0	\$256,537
Fund 84C, PEG Fund	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$0	\$24,491
Use of Fund Balance	\$304,029	\$396,544
Anticipated Expenditures	<u>\$304,029</u>	<u>\$117,006</u>
Ending Fund Balance	\$0	\$304,029
Special Revenue Fund, Constitutional Officers	<u>FY2022</u>	<u>FY2021</u>
Anticipated Revenues	\$4,500,000	\$4,500,000
Use of Fund Balance	\$0	\$0
Anticipated Expenditures	<u>\$4,500,000</u>	<u>\$4,500,000</u>
Ending Fund Balance	\$0	\$0

A brief description of each fund is located in front of the special revenue schedule.

Position Changes for Budget Year 2022

New Positions

2022 Position Changes - New Positions

Pos #	Action	Title	Fund	Agency	Org	Object	Salary	Effective Date
		Clerk to the Commission						
New	Establish	Network Applications Coordinator	100	110	1000	1000	\$95,365	12/22/2021
		External Affairs						
New	Establish	Digital Communications Supervisor	100	130	1303	1000	\$82,493	12/22/2021
New	Establish	Senior Digital Communications Specialist	100	130	1303	1000	\$51,958	12/22/2021
New	Establish	Film Marketing Coordinator	100	130	1302	1002	\$41,330	12/22/2021
		Medical Examiner						
New	Establish	Administrative Specialist	100	340	3400	1000	\$34,609	12/22/2021
New	Establish	Medical Examiner Investigator	100	340	3400	1000	\$44,087	12/22/2021
New	Establish	Forensic Technician	100	340	3400	1000	\$39,348	12/22/2021
New	Establish	Forensic Technician	100	340	3400	1000	\$39,348	12/22/2021
		Probate Court						
New	Establish	Graphic Designer	100	410	4100	1000	\$45,666	12/22/2021
New	Establish	Court Operations Specialist	100	410	4100	1000	\$42,156	12/22/2021
New	Establish	Court Operations Specialist	100	410	4100	1000	\$42,156	12/22/2021
New	Establish	Court Operations Specialist	100	410	4100	1000	\$42,156	12/22/2021
New	Establish	Court Operations Specialist	100	410	4100	1000	\$42,156	12/22/2021
		Public Works						
New	Establish	Development Site Inspector Supervisor	203	540	5453	1000	\$55,487	12/22/2021
New	Establish	Water Quality Supervisor	201	540	5488	1000	\$51,958	12/22/2021
New	Establish	General Supervisor	201	540	5469	1000	\$55,487	12/22/2021
New	Establish	Heavy Equipment Operator	201	540	5469	1000	\$37,768	12/22/2021
New	Establish	Crew Supervisor, Sr	201	540	5469	1000	\$45,666	12/22/2021
New	Establish	Crew Supervisor, Sr	201	540	5459	1000	\$45,666	12/22/2021
New	Establish	Maintenance Worker, Sr	201	540	5459	1000	\$32,000	12/22/2021
New	Establish	Maintenance Worker, Sr	201	540	5469	1000	\$32,000	12/22/2021
		Real Estate & Asset Management						
New	Establish	Plumber	100	520	5220	1000	\$39,348	12/22/2021
New	Establish	Plumber	100	520	5220	1000	\$39,348	12/22/2021
New	Establish	Plumber	100	520	5221	1000	\$39,348	12/22/2021
New	Establish	Locksmith	100	520	5221	1000	\$34,609	12/22/2021
		Superior Court						
New	Establish	Court Interpreter	100	450	4501	1000	\$60,000	12/22/2021
New	Establish	Court Interpreter	100	450	4501	1000	\$60,000	12/22/2021
New	Establish	Court Interpreter	100	450	4501	1000	\$60,000	12/22/2021
		Senior Services						
New	Establish	Social Service Coordinator I	100	183	183Y	1000	\$55,487	12/22/2021
New	Establish	Social Service Coordinator I	100	183	183Y	1000	\$55,487	12/22/2021
New	Establish	Social Service Coordinator I	100	183	183Y	1000	\$55,487	12/22/2021
New	Establish	Social Service Coordinator I	100	183	183Y	1000	\$55,487	12/22/2021
		Emergency Management						
New	Establish	Emergency Management Lieutenant	100	335	1805	1000	\$59,015	12/22/2021
New	Establish	Emergency Management Lieutenant	100	335	1805	1000	\$59,015	12/22/2021
New	Establish	Emergency Management Battalion Chief	100	335	1805	1000	\$83,000	12/22/2021
New	Establish	Administrative Coordinator I	100	335	1805	1000	\$51,190	12/22/2021

2022 Position Changes - New Positions

Pos #	Action	Title	Fund	Agency	Org	Object	Salary	Effective Date
		Human Resources						
New	Establish	HR Quality Control Specialist	100	215	2150	1000	\$55,487	12/22/2021
		Commission District 4						
New	Establish	Executive Assistant	100	104	1042	1002	\$50,000	12/22/2021
		County Attorney						
New	Establish	Assistant County Attorney III	725	235	2350	1000	\$80,188	12/22/2021
New	Establish	Administrative Coordinator II	725	235	2350	1000	\$44,087	12/22/2021

New Classifications

2022 POSITION CHANGES - NEW CLASSIFICATIONS

Title	Fund	Agency	Unit	Grade	Salary	Effective Date
Clerk to the Commission						
Network Applications Coordinator	100	110	1000	TBD	\$95,365	12/22/2021
External Affairs						
Digital Communications Supervisor	100	130	1303	TBD	\$82,493	12/22/2021
Film Marketing Coordinator	100	130	1302	TBD	\$41,330	12/22/2021
Senior Employee Communications Specialist	100	130	1302	TBD	TBD	12/22/2021
Superior Court						
Court Interpreter	100	450	4501	TBD	\$60,000	12/22/2021
DCRC						
EEO Administrator	100	186	TBD	22	\$62,544	12/22/2021
Human Resources						
HR Quality Control Specialist	100	215	2150	20	\$55,755	12/22/2021
Human Resources Consultant Supervisor	100	215	2150	23	\$66,073	12/22/2021
County Manager						
Director of Administrative Operations, County Manager	100	118	1812	25	\$73,131	12/22/2021
Finance						
Payroll Supervisor	100	210	2104	23	\$66,073	12/22/2021
Assistant Benefits Manager	100	210	2104	25	\$73,131	12/22/2021
New County Classification						
Staff Operations Officer	N/A	N/A	N/A	24	\$69,602	12/22/2021
<i>Title can be used by various departments</i>						
Economic Development						
Director, Economic Development	100	120	2617	30	\$107,588	12/22/2021

Position Transfers

2022 Positions Changes - Position Transfers

Pos #	Title	Fund	TO:			FROM:				Salary	Effective Date
			Agency	Org	Object	Fund	Agency	Org	Object		
			External Affairs			Arts & Culture					
33453	Public Affairs Manager	100	130	1303	1000	100	181	1810	1000	\$74,332	12/22/2021
			Economic Development/Select Fulton			County Manager					
103714	Dep Dir Eco Dev	100	120	2617	1000	100	118	2617	1000	\$105,418	12/22/2021
104105	Econ Dev Mrk Mg	100	120	2617	1000	100	118	2617	1000	\$64,947	12/22/2021
115501	Executive Asst.	100	120	2617	1000	100	118	2617	1000	\$50,789	12/22/2021
116092	Project Assoc	100	120	2617	1000	100	118	2617	1000	\$42,507	12/22/2021
			Information Technology			Information Technology					
1044	Program Project Manager II	100	220	2201	1000	100	220	2205	1000	\$95,137	12/22/2021
1228	Business Analyst II	100	220	2205	1000	100	220	2201	1000	\$55,487	12/22/2021
1289	Assistant CIO	100	220	2201	1000	100	220	2205	1000	\$118,450	12/22/2021
3675	Application Developer II	100	220	2202	1000	100	220	2204	1000	\$82,500	12/22/2021
5064	Application Developer II	100	220	2202	1000	100	220	2205	1000	\$60,908	12/22/2021
7667	Application Developer I	100	220	2202	1000	100	220	2205	1000	\$51,958	12/22/2021
8140	R&D Coordinator	100	220	2205	1000	100	220	2202	1000	\$44,332	12/22/2021
13824	Assistant CIO	100	220	2205	1000	100	220	2203	1000	\$118,450	12/22/2021
16843	CISO	100	220	2204	1000	100	220	2203	1000	\$132,149	12/22/2021
18004	Application Development Manager	100	220	2202	1000	100	220	2205	1000	\$97,850	12/22/2021
21154	Assistant CIO	100	220	2201	1000	100	220	2205	1000	\$118,450	12/22/2021
65942	Assistant CIO	100	220	2202	1000	100	220	2201	1000	\$118,450	12/22/2021
97353	Deputy, CIO	100	220	2201	1000	100	220	2205	1000	\$152,163	12/22/2021
97562	Deputy, CIO	100	220	2205	1000	100	220	2201	1000	\$149,000	12/22/2021
102896	Program Project Manager II	100	220	2205	1000	100	220	2205	1000	\$97,850	12/22/2021
103015	Business Analyst II	100	220	2205	1000	100	220	2201	1000	\$55,487	12/22/2021
103129	Application Tester	100	220	2202	1000	100	220	2201	1000	\$53,135	12/22/2021
103155	Business Analyst I	100	220	2205	1000	100	220	2201	1000	\$47,246	12/22/2021
103166	Security Analyst	100	220	2204	1000	100	220	2203	1000	\$88,000	12/22/2021
103169	Security Analyst	100	220	2204	1000	100	220	2203	1000	\$92,700	12/22/2021
			Police			Police					
1852	Chief	100	320	5207	1000	301	320	3206	1000	\$144,000	12/22/2021
2225	Lieutenant	100	320	5207	1000	301	320	3201	1000	\$70,818	12/22/2021
2807	Admin Tech	100	320	5207	1000	301	320	5810	1000	\$40,928	12/22/2021
6483	Sergeant	100	320	5207	1000	301	320	3206	1000	\$62,791	12/22/2021
7901	Admin Coord II	100	320	5207	1000	301	320	3201	1000	\$46,141	12/22/2021
15143	Admin Tech	100	320	5207	1000	301	320	3201	1000	\$34,233	12/22/2021
97843	Executive Asst	100	320	5207	1000	301	320	3206	1000	\$58,153	12/22/2021
105394	Lieutenant	100	320	5207	1000	301	320	3201	1000	\$62,130	12/22/2021
105395	Lieutenant	100	320	5207	1000	301	320	3201	1000	\$60,320	12/22/2021
105397	Lieutenant	100	320	5207	1000	301	320	3201	1000	\$62,130	12/22/2021
117749	Financial Admin	100	320	5207	1000	301	320	3206	1000	\$89,585	12/22/2021
120707	Major	100	320	5207	1000	301	320	3206	1000	\$96,533	12/22/2021
118384	Code Enforcement	100	320	5207	1000	301	320	5810	1000	\$59,015	12/22/2021
8721	Captain	100	320	5207	1000	301	320	3206	1000	\$87,757	12/22/2021
8319	Pilot	100	320	5207	1000	301	320	3212	1000	\$66,392	12/22/2021
104391	Sergeant	100	320	5207	1000	301	320	3212	1000	\$60,620	12/22/2021
1935	Lieutenant	100	320	5207	1000	301	320	3212	1000	\$70,818	12/22/2021
444	PO II	100	320	5207	1000	301	320	3205	1000	\$55,109	12/22/2021
3310	Lieutenant	100	320	5207	1000	301	320	3201	1000	\$70,818	12/22/2021
9687	PO II	100	320	5207	1000	301	320	3201	1000	\$55,109	12/22/2021
9946	PO III	100	320	5207	1000	301	320	3205	1000	\$57,083	12/22/2021
12972	PO III	100	320	5207	1000	301	320	3201	1000	\$57,083	12/22/2021
20563	PO II	100	320	5207	1000	301	320	3201	1000	\$55,109	12/22/2021
118378	Sergeant	100	320	5207	1000	301	320	3205	1000	\$59,057	12/22/2021

Temporary / Seasonal Positions

2022 Position Changes - Temporaries/Seasonal

Pos #	Title	Fund	Agency	Org	Object	Effective Date	End Date
	Chairman, At-Large						
117087	Intern	100	107	1072	1004	12/22/2021	12/20/2022
	County Manager						
101090	Summer Intern	100	118	1812	1004	12/22/2021	12/20/2022
122473	Intern	100	118	1812	1004	12/22/2021	12/20/2022
96459	Summer Intern	100	118	1823	1004	12/22/2021	12/20/2022
96460	Summer Intern	100	118	1823	1004	12/22/2021	12/20/2022
96468	Summer Intern	100	118	1823	1004	12/22/2021	12/20/2022
104102	Intern	100	118	1823	1004	12/22/2021	12/20/2022
104103	Intern	100	118	1823	1004	12/22/2021	12/20/2022
	External Affairs						
121075	Film Marketing Coordinator	100	130	1302	1004	12/22/2021	12/20/2022
	Information Technology						
113764	Lead Application Developer	100	220	2202	1003	12/22/2021	12/20/2022
122210	Lead Application Manager	100	220	2204	1003	12/22/2021	12/20/2022
116794	Intern	100	220	2204	1004	12/22/2021	12/20/2022
117427	Intern	100	220	2204	1004	12/22/2021	12/20/2022
116789	Intern	100	220	2204	1004	12/22/2021	12/20/2022
116771	Intern	100	220	2204	1004	12/22/2021	12/20/2022
117622	Management / Policy Analyst I - TEMP	100	220	2204	1004	12/22/2021	12/20/2022
113819	Intern	100	220	2204	1004	12/22/2021	12/20/2022
116787	Intern	100	220	2204	1004	12/22/2021	12/20/2022
117520	Intern	100	220	2204	1004	12/22/2021	12/20/2022
116791	Intern	100	220	2204	1004	12/22/2021	12/20/2022
116941	Intern	100	220	2204	1004	12/22/2021	12/20/2022
117519	Intern	100	220	2204	1004	12/22/2021	12/20/2022
117523	Intern	100	220	2204	1004	12/22/2021	12/20/2022
117815	Assistant to Clerk- Probate Court	100	220	2204	1004	12/22/2021	12/20/2022
	Real Estate and Asset Management						
66534	Facility Project Director	100	520	5201	1003	12/22/2021	12/20/2022
	State Court - General						
137173	Court Operating Specialist	100	420	4201	1004	12/22/2021	12/20/2022
137152	Intern	100	420	4201	1005	12/22/2021	12/20/2022
137168	Intern	100	420	4201	1005	12/22/2021	12/20/2022
20182	Court Operating Specialist	100	420	4201	1004	12/22/2021	12/20/2022
56687	Intern	100	420	4201	1005	12/22/2021	12/20/2022
89055	Fin Sp Supervisor	100	420	4201	1004	12/22/2021	12/20/2022
	Superior Court General						
116924	Sr. Staff Attorney	100	450	4501	1005	12/22/2021	12/20/2022
117595	Litigation Mgr.	100	450	4501	1005	12/22/2021	12/20/2022
	Tax Assessor						
117675	Tax Appraisal Clerk II	100	240	2403	1005	12/22/2021	12/20/2022

Unfund Positions

2022 Position Changes - Unfund Positions

Pos #	Action	Title	Fund	Agency	Org	Object	Salary	Effective Date
County Manager								
113755	Unfund	Dep Chf Opr Off	100	118	1812	1000	\$190,550	12/21/2021
District Attorney								
123997	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
123998	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
123503	Unfund	Admin Spec	100	480	4800	1002	\$34,609	12/21/2021
123996	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
123541	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
123644	Unfund	Admin Techn	100	480	4800	1002	\$32,660	12/21/2021
123995	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
124021	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
124035	Unfund	Admin Clrk	100	480	4800	1002	\$32,000	12/21/2021
123645	Unfund	Admin Clrk	100	480	4800	1002	\$32,000	12/21/2021
123500	Unfund	Admin Spec	100	480	4800	1002	\$34,611	12/21/2021
123539	Unfund	Admin Coord I	100	480	4800	1002	\$40,934	12/21/2021
123540	Unfund	Admin Coord I	100	480	4800	1002	\$40,934	12/21/2021
123543	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
123643	Unfund	Admin Techn	100	480	4800	1002	\$32,660	12/21/2021
123504	Unfund	Admin Spec	100	480	4800	1002	\$34,609	12/21/2021
124001	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
123545	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
123544	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
123542	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
123502	Unfund	Admin Spec	100	480	4800	1002	\$34,611	12/21/2021
124013	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
123498	Unfund	Admin Spec	100	480	4800	1002	\$34,611	12/21/2021
123505	Unfund	Admin Spec	100	480	4800	1002	\$34,609	12/21/2021
123506	Unfund	Admin Spec	100	480	4800	1002	\$34,609	12/21/2021
123507	Unfund	Admin Spec	100	480	4800	1002	\$34,609	12/21/2021
123508	Unfund	Admin Spec	100	480	4800	1002	\$34,609	12/21/2021
124016	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
123499	Unfund	Admin Spec	100	480	4800	1002	\$34,611	12/21/2021
123994	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
124034	Unfund	Admin Coord I	100	480	4800	1002	\$40,928	12/21/2021
Information Technology								
0003517	Unfund	Prg Proj Mgr I	100	220	2205	1000	\$84,522	12/21/2021
Juvenile Court								
120585	Unfund	Jud Case Mgr	100	405	REOP	1000	\$45,666	12/21/2021
120586	Unfund	Jud Case Mgr	100	405	REOP	1000	\$45,666	12/21/2021
121080	Unfund	Court Oper Spec	100	405	REOP	1002	\$45,666	12/21/2021
121081	Unfund	Court Oper Spec	100	405	REOP	1002	\$45,666	12/21/2021
121082	Unfund	Court Oper Spec	100	405	REOP	1002	\$45,666	12/21/2021
121083	Unfund	Court Oper Spec	100	405	REOP	1002	\$45,666	12/21/2021
121084	Unfund	Court Oper Spec	100	405	REOP	1002	\$45,666	12/21/2021
121085	Unfund	Court Oper Spec	100	405	REOP	1002	\$45,666	12/21/2021
121086	Unfund	Court Oper Spec	100	405	REOP	1002	\$45,666	12/21/2021
121087	Unfund	Court Oper Spec	100	405	REOP	1002	\$45,666	12/21/2021
121088	Unfund	Court Oper Spec	100	405	REOP	1002	\$45,666	12/21/2021
Magistrate Court								
119620	Unfund	Jud Asst.	100	422	REOP	1005	\$45,666	12/21/2021

2022 Position Changes - Unfund Positions

Pos #	Action	Title	Fund	Agency	Org	Object	Salary	Effective Date
Probate Court								
0120601	Unfund	Financial Systems Manager	100	410	REOP	1005	\$66,073	12/21/2021
0120592	Unfund	Court Oper Spec	100	410	REOP	1005	\$40,928	12/21/2021
0120593	Unfund	Court Oper Spec	100	410	REOP	1005	\$40,928	12/21/2021
0120594	Unfund	Court Oper Spec	100	410	REOP	1005	\$40,928	12/21/2021
0120595	Unfund	Court Oper Spec	100	410	REOP	1005	\$40,928	12/21/2021
0120596	Unfund	Court Oper Spec	100	410	REOP	1005	\$40,928	12/21/2021
0120597	Unfund	Court Oper Spec	100	410	REOP	1005	\$40,928	12/21/2021
0120598	Unfund	Jud Hear Off	100	410	REOP	1005	\$51,958	12/21/2021
0120599	Unfund	Jud Hear Off	100	410	REOP	1005	\$51,958	12/21/2021
0120600	Unfund	Jud Hear Off	100	410	REOP	1005	\$51,958	12/21/2021
Public Defender								
0120573	Unfund	Assistant Public Defender III	100	490	REOP	1000	\$73,131	12/21/2021
0120574	Unfund	Assistant Public Defender III	100	490	REOP	1000	\$73,131	12/21/2021
0120575	Unfund	Assistant Public Defender III	100	490	REOP	1000	\$73,131	12/21/2021
0120576	Unfund	Assistant Public Defender III	100	490	REOP	1000	\$73,131	12/21/2021
0120577	Unfund	Assistant Public Defender III	100	490	REOP	1000	\$73,131	12/21/2021
0120578	Unfund	Assistant Public Defender III	100	490	REOP	1000	\$73,131	12/21/2021
0120579	Unfund	Social Work Coordinator I	100	490	REOP	1000	\$55,487	12/21/2021
0120580	Unfund	Investigator Public Defender	100	490	REOP	1000	\$47,246	12/21/2021
0120581	Unfund	Investigator Public Defender	100	490	REOP	1000	\$47,246	12/21/2021
0120582	Unfund	Legal Assistant	100	490	REOP	1000	\$37,768	12/21/2021
Purchasing								
0009753	Unfund	Administrative Specialist	100	230	2500	1000	\$36,316	12/21/2021
0118395	Unfund	Purchasing Cards Program Coordinator	100	230	2301	1000	\$47,246	12/21/2021
Solicitor General								
0120540	Unfund	Investigator Solicitor	100	400	REOP	1000	\$47,246	12/21/2021
0120542	Unfund	Investigator Solicitor	100	400	REOP	1000	\$47,246	12/21/2021
0120543	Unfund	Investigator Solicitor	100	400	REOP	1000	\$47,246	12/21/2021
0120544	Unfund	Investigator Solicitor	100	400	REOP	1000	\$47,246	12/21/2021
0120551	Unfund	Assistant Solicitor II	100	400	REOP	1000	\$69,602	12/21/2021
0120552	Unfund	Assistant Solicitor II	100	400	REOP	1000	\$69,602	12/21/2021
0120553	Unfund	Assistant Solicitor II	100	400	REOP	1000	\$69,602	12/21/2021
0120554	Unfund	Assistant Solicitor II	100	400	REOP	1000	\$69,602	12/21/2021
0120555	Unfund	Assistant Solicitor II	100	400	REOP	1000	\$69,602	12/21/2021
0120556	Unfund	Assistant Solicitor II	100	400	REOP	1000	\$69,602	12/21/2021
0120557	Unfund	Victim Witness Advocate	100	400	REOP	1000	\$40,928	12/21/2021
0120558	Unfund	Victim Witness Advocate	100	400	REOP	1000	\$40,928	12/21/2021
0120559	Unfund	Court Associate	100	400	REOP	1000	\$36,189	12/21/2021
0120560	Unfund	Court Associate	100	400	REOP	1000	\$36,189	12/21/2021
0124037	Unfund	Legal Specialist	100	400	REOP	1000	\$55,487	12/21/2021
0124038	Unfund	Legal Specialist	100	400	REOP	1000	\$55,487	12/21/2021
0124039	Unfund	Legal Specialist	100	400	REOP	1000	\$55,487	12/21/2021
0124040	Unfund	Legal Specialist	100	400	REOP	1000	\$55,487	12/21/2021
0124214	Unfund	Administrative Coordinator I	100	400	REOP	1000	\$40,928	12/21/2021
State Court General								
120603	Unfund	Litigation Mngr	100	420	REOP	1002	\$55,486	12/21/2021
120604	Unfund	Litigation Mngr	100	420	REOP	1002	\$55,486	12/21/2021
Superior Court General								
122950	Unfund	Court Accountant I	100	450	4501	1005	\$45,666	12/21/2021
124045	Unfund	Court Support Manager I	100	450	4501	1005	\$59,105	12/21/2021

2022 Position Changes - Unfund Positions

Pos #	Action	Title	Fund	Agency	Org	Object	Salary	Effective Date
120746	Unfund	Litigation Mngr	100	450	REOP	1002	\$55,486	12/21/2021
120747	Unfund	Litigation Mngr	100	450	REOP	1002	\$55,486	12/21/2021
120748	Unfund	Sr. Staff Attny	100	450	REOP	1002	\$76,659	12/21/2021
122577	Unfund	Litigation Mngr	100	450	REOP	1005	\$55,486	12/21/2021
Senior Services								
0019706	Unfund	Cook	100	183	183Q	1000	\$32,000	12/21/2021
0058191	Unfund	Aquatic Instructor	100	183	183S	1002	\$27,382	12/21/2021
0058164	Unfund	Senior Services Instructor	100	183	183T	1002	\$31,608	12/21/2021

Range Change/Salary Change Positions

2022 POSITION CHANGES - RANGE CHANGE POSITIONS

Pos #	Title	Fund	Agency	Unit	Object	Grade	Salary	Action	Effective Date
Commissioner Hausmann, District 1									
23070	Comm Rel Coord	100	101	1011	1000	Set	\$65,156	Range Change - From	11/10/2021
23070	Comm Rel Coord	100	101	1011	1000	Set	\$86,874	Range Change - To	11/10/2021
37616	Chief of Staff	100	101	1011	1000	Set	\$95,000	Range Change - From	12/22/2021
37616	Chief of Staff	100	101	1011	1000	Set	\$98,000	Range Change - To	12/22/2021
40575	Policy Analyst	100	101	1011	1000	Set	\$74,160	Range Change - From	12/22/2021
40575	Policy Analyst	100	101	1011	1000	Set	\$47,155	Range Change - To	12/22/2021
<i>No additional funding required</i>									
<i>Salary increase for position #23070 occurred in 2021 and is listed on the NPL for recording purposes only</i>									
Commissioner Ellis, District 2									
64382	Dir, Administration & Staff	100	102	1021	1000	Set	\$104,100	Range Change - From	8/18/2021
64382	Dir, Administration & Staff	100	102	1021	1000	Set	\$110,000	Range Change - To	8/18/2021
131489	Dir of Lg Co Af	100	102	1021	1000	Set	\$75,748	Range Change - From	8/18/2021
131489	Dir of Lg Co Af	100	102	1021	1000	Set	\$80,000	Range Change - To	8/18/2021
<i>Salary increases occurred in 2021 and are listed on the NPL for recording purposes only</i>									
Vice-Chair Hall, District 4									
86049	Dir of Leg & Comm Affairs	100	104	1042	1000	Set	\$82,250	Range Change - From	12/8/2021
86049	Dir of Leg & Comm Affairs	100	104	1042	1000	Set	\$89,000	Range Change - To	12/8/2021
<i>No additional funding required</i>									
<i>Salary increase occurred in 2021 and is listed on the NPL for recording purposes only</i>									
Commissioner Abdur-Rahman, District 6									
119585	Chief of Staff	100	106	1063	1000	Set	\$117,000	Range Change - From	12/22/2021
119585	Chief of Staff	100	106	1063	1000	Set	\$125,000	Range Change - To	12/22/2021
120175	Director of Operations	100	106	1063	1000	Set	\$75,000	Range Change - From	12/22/2021
120175	Director of Operations	100	106	1063	1000	Set	\$80,000	Range Change - To	12/22/2021
120194	Asst to the Comm for Communications	100	106	1063	1002		\$67,860	Range Change - From	12/22/2021
120194	Asst to the Comm for Communications	100	106	1063	1002		\$72,860	Range Change - To	12/22/2021
120206	Spec. Asst to the Comm for Pub Pol & Leg Aff	100	106	1063	1002		\$67,860	Range Change - From	12/22/2021
120206	Spec. Asst to the Comm for Pub Pol & Leg Aff	100	106	1063	1002		\$72,860	Range Change - To	12/22/2021
120204	Exec. Asst to the Comm	100	106	1063	1002		\$53,006	Range Change - From	12/22/2021
120204	Exec. Asst to the Comm	100	106	1063	1002		\$55,006	Range Change - To	12/22/2021
County Manager									
113728	Deputy Chief Operating Officer	100	118	1812	1000	34		Range Change - From	1/5/2022
113728	Deputy Chief Operating Officer	100	118	1812	1000	32		Range Change - To	1/5/2022
113723	Deputy Chief Operating Officer	100	118	1812	1000	34		Range Change - From	1/5/2022
113723	Deputy Chief Operating Officer	100	118	1812	1000	32		Range Change - To	1/5/2022
Finance									
7560	Employee Benefits Manager	100	210	2104	1000	26	\$116,116	Range Change - From	12/22/2021
7560	Employee Benefits Manager	100	210	2104	1000	27	\$120,282	Range Change - To	12/22/2021

Title Change Positions

2022 POSITION CHANGES - TITLE CHANGE POSITIONS

Pos #	Title	Fund	Agency	Unit	Object	Action	Effective Date
	Finance						
115943	Financial Systems Manager	100	210	2104	1000	Title Change - From	12/22/2021
115943	Payroll Supervisor	100	210	2104	1000	Title Change - To	12/22/2021

Reclassification

2022 POSITION CHANGES - RECLASSIFICATION OF POSITIONS

Pos #	Title	Fund	Agency	Unit	Object	Grade	Salary	Action	Effective Date
County Manager									
71082	Staff Operations Officer, County Manager	100	118	1812	1000	24	\$80,340	Reclassification- From	12/22/2021
71082	Director of Administrative Operations, County Manager	100	118	1812	1000	25	\$88,374	Reclassification- To	12/22/2021
Commission District 4									
118014	Special Assistant to Administration & Community Affairs	100	104	1042	1000		\$50,000	Reclassification- From	12/22/2021
118014	Special Assistant to Administration & Community Affairs	100	104	1042	1002		\$50,000	Reclassification- To	12/22/2021

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
1	Software	Chameleon	Crystal	Report Producing Software		Animal Services	Animal Services	\$12,480.00
2	Software	PetHealth (Previously HLP Inc.)	Transition from Chameleon Case Management System to PetPoint	Animal Shelter Case Management System Maintenance & Support Services		Animal Services	Animal Services	\$37,480.00
3	Software	Dulles Technology Partners, Inc.	WebGrants	Web Based Grant Management System	Managing online grants for CFS	Arts & Culture	Arts & Culture	\$3,000.00
4	Software	ActiveNet	ActiveNet	Web Based Program/Class Registration System	Managing payment and bookings for in-person classes	Arts & Culture	Arts & Culture	\$3,000.00
5	Software	Canva	Canva	Web-based Graphic Design Platform	Creating digital graphics for flyers and print media	Arts & Culture	Arts & Culture	\$469.87
6	Software	Artwork Archive	Artwork Archive	Web-based artwork management platform	Used to display the County's art collection online	Arts & Culture	Arts & Culture	\$625.88
7	Software	Adobe	Adobe Creative Cloud	Creative design suite	Create and edit a variety of media (print, digital, video)	Arts & Culture	Arts & Culture	\$719.38
8	Software	Articulate 360	Articulate 360	Training Software to Create Online Courses	Training Software to Create Online Courses	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$10,000.00
9	Software	Civic Plus	Website	Website hosting and support		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$5,000.00
10	Software/ Hardware	Cummins-Allison Corp.	Coin Sorters and Currency Counters	Coin Sorters & Currency Counter Equipment Maintenance & Support Services	To sort, count and detect counterfeit money	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$5,000.00
11	Software / Hardware	Fujitsu Computer Products of America	Drives Scanners	Drives Scanners Maintenance and Support Services		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$10,000.00
12	Software	GoDaddy	GoDaddy	Web hosting Services	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$2,800.00
13	Software / Hardware	HP, Inc. formerly Hewlett Packard, Inc.	Printers	Printers Software Maintenance & Support	Bill and Document printers	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$20,000.00
14	Software	Infax CourtSight	Infax CourtSight Suite	Support for Court Monitors		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$5,000.00
15	Software	Lewis InfoTech, Inc.	RPS (Real Property System)	Land Records Management System Maintenance and support		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$500,000.00
16	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$10,000.00
17	Software / Hardware	Sage Software, Inc.	ACCPAY Software Support	ACCPAY Software Support & Services	ACCPAY Software Support & Services	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$25,000.00
18	Software	Teams Corporation	Teamviewer	All-in-one solution for remote support, remote access, and online meetings	Software for remote work facilitation, virtual jail hearings, training, on-boarding of staff and to provide assistance and support to customers that are physically in the eFile labs while social distancing	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$50,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
19	Software	TextGov	Chatbot	Website bot to answer questions from the general public on Magistrate's website		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$15,000.00
20	Software	Twilio	Twilio	Online Communication Tool	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$5,000.00
21	Software	Tyler Technologies-Odyssey Division	Odyssey Justice System	Unified Justice Case Management System Maintenance & Support Services		Criminal Justice and Public Safety Agencies	Information Technology	\$50,000.00
22	Software	Tyler Technology, Inc.-CLT Division	IAS World Tax System	IAS World Tax System Maintenance & Support Services		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$10,000.00
23	Software	Carahsoft	Granicus	Agenda Management Software		Clerk to the Commission	Information Technology	\$120,000.00
24	Software	ADOBE	ADOBE Software	30 Adobe Licenses	Create and Edit PDF Documents	Community Development	Community Development	\$1,545.00
25	Software	CRTC, LLC	RehabSpec (formerly reSPECT)	Web based Housing Inspection and Cost Estimation Tool	Management of Housing Rehabilitation Program	Community Development	Community Development	\$11,000.00
26	Software	Dulles Technology Partners, Inc.	WebGrants	Web Based Full-Lifecycle FRESH Grant Management System	Grants Management	Community Development	Community Development	\$10,000.00
27	Software	ABACUS	ABACUS Next	Case Management System		County Attorney	County Attorney	\$33,540.00
28	Software	Software House International	GovQA	Open Records Software designed for use by all FC Depts.		County Attorney	County Attorney	\$110,000.00
29	Software	Thomson West	WestlawNext & Clear Investigator	On-Line Legal Database Research		County Attorney	County Attorney	\$86,000.00
30	Software	Cellebrite USA	UFED (Universal Forensic Extraction Device System)	Mobile Forensics Software		District Attorney	District Attorney	\$25,500.00
31	Software	File Trail	File Trail (RFID- Radio Frequency Identification System)	RFID File Tracking System Maintenance & Support Services		District Attorney	District Attorney	\$45,000.00
32	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database		District Attorney	District Attorney	\$32,000.00
33	Service/ Software/ Hardware	Automated Logic Controls	Building Automation System	Maintenance and Support Services for Building Automation System	Control software support for HVAC systems countywide	DREAM	DREAM	\$200,000.00
34	Service/ Software/ Hardware	Carrier Corporation	Various Carrier chillers, equipment and automation system.	Maintenance and Support Services for equipment and automation system	Control software support for HVAC systems countywide	DREAM	DREAM	\$100,000.00
35	Service/ Software/ Hardware	Control Concepts	Building Automation System	Maintenance and Support Services for equipment and automation system	Control software support for HVAC systems countywide	DREAM	DREAM	\$300,000.00
36	Services	E.J. Ward	Automated Fuel Devices	Maintenance and Support Services	Licensing support for electronic fuel dispensing	DREAM	DREAM	\$150,000.00
37	Software	Energy CAP, Inc.	Utility Management Software	Maintenance and Support Services	Licensing and support for software platform tracking all County utility costs.	DREAM	DREAM	\$105,000.00
38	Service	Evans Technology, Inc.	Primavera/P6 Support	Primavera programming services	Primavera programming services	DREAM	DREAM	\$50,000.00
39	Service/ Software/ Hardware	Georgia Trane	Trane Tracer Sc, Es	Building Automation System Maintenance and Support Services	Control software support for HVAC systems countywide	DREAM	DREAM	\$300,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
40	Service/ Software/ Hardware	Johnson Controls, Inc.	HVAC Metasys Automation System	Building Automation System-HVAC Maintenance and Support Services	Licensing and software support for proprietary JCI Building Automation systems	DREAM	DREAM	\$200,000.00
41	Software	M2 Consultants	Maximo	Computerized Maintenance Management/Work Order System Maintenance & Support Services	Licensing support for computerized maintenance and fleet management software platform	DREAM	DREAM	\$300,000.00
42	Service/ Software/ Hardware	McQuay Corporation	McQuay HVAC equipment	Maintenance and Support Services for McQuay HVAC Equipment	Licensing and software support for proprietary McQuay Building Automation systems	DREAM	DREAM	\$175,000.00
43	Software	Oracle	Primavera	Renewal of the technical support services for Primavera CM and P6 software	Licensing and software support for construction project management platform	DREAM	DREAM	\$60,000.00
44	Hardware/ Software	Schindler Elevator Corporation	Elevator Controls	Proprietary extended warranty services for elevators at Adamsville Regional Health Center	Proprietary extended warranty services for elevators at Adamsville Regional Health Center	DREAM	DREAM	\$20,000.00
45	Software	Security Information Systems, Inc.	"Alarm Center " monitoring software	Monitoring the facility security alarms in 911 Center and at Electronics Division, DA Pearson Maintenance Building	Monitoring the facility security alarms in 911 Center and at Electronics Division, DA Pearson Maintenance Building	DREAM	DREAM	\$20,000.00
46	Service/ Software/ Hardware	Siemens	Building Automation System	Installation, replacement parts and programming for Building Automation System	Licensing and software support for proprietary HVAC controls systems.	DREAM	DREAM	\$100,000.00
47	Service/ Software/ Hardware	Telemedia, LLC dba TPC Training Systems	On Line Training System	On-line computer based training (CBT) for certifications.	Access to TPC online training catalog for staff training	DREAM	DREAM	\$25,000.00
48	Software / Hardware	oMel	Locking System	FC Detention Center Locking System Maintenance		DREAM	DREAM	\$16,180.00
49	Service/ Software/ Hardware	Microfusion Engineering	Detention Center Door controls, Justice Center and Juvenile JC	Servicing PLC and repairs		DREAM	DREAM	\$30,000.00
50	Service/ Software/ Hardware	Rapiscan Systems	X Ray/Metal Detector Machines	Maintenance and Parts		DREAM	DREAM	\$40,000.00
51	Software Support	AFA Systems	Fire Alarm Monitoring	Remote monitoring of Fire Alarm System in Government Center	License and Support Fee	DREAM	DREAM	\$5,000.00
52	Software	Mission Critical Partner (MCP)	Monitoring, Network Application	Support	Emergency Services	Emergency Services	Emergency Services	\$381,900.00
53	Software	Mission Critical Partner (MCP)	Geographic Information System (GIS)	Support	Emergency Services	Emergency Services	Emergency Services	\$35,000.00
54	Software	Power DMS, Inc.	Power DMS Document Management	Manage Departmental documents with regards to training, SOPs, Accreditation, etc.		Emergency Services	Emergency Services	\$6,922.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
55	Hardware	Motorola, Inc.	Radio System components	Trunk Radio and Microwave System Maintenance		Emergency Services	Emergency Services	\$1,089,720.00
56	Software	Medical Priority Consultants	ProQA/AQUA/National Q	Software Tool for Emergency Medical Service Requests		Emergency Services	Emergency Services	\$56,200.00
57	Hardware	LeXair Electronics	Phone System Headsets	Headset Repair & Replacement		Emergency Services	Emergency Services	\$4,000.00
58	Hardware	Southern Fiber Technology	100 MB Fiber Transport	Replacement for an unobtainable microwave link between Westin 201 Peachtree and Atlanta FS 21		Emergency Services	Emergency Services	\$22,925.00
59	Software	SafeCities Co(formerly Informer Systems, LLC)	Staff Scheduling Software and Notification	9-1-1 Staff Shift Scheduling and Leave Request Services		Emergency Services	Emergency Services	\$11,388.00
60	Software	Haines & Company Inc.	911 CD Updates	911 Address & Phone Number Updates		Emergency Services	Emergency Services	\$2,293.00
61	Software	GJKG, Inc	Select Advantage	Pre-employment Testing Software		Emergency Services	Emergency Services	\$2,480.00
62	Software	Everbridge	Emergency Notification System	Emergency Alert System Maintenance		Emergency Services	Emergency Services	\$89,020.00
63	Software	CentralSquare (formerly Sungard/Superion)	CAD Emergency System	9-1-1 Computer Aided Dispatch System Maintenance & Support Services		Emergency Services	Emergency Services	\$193,097.00
64	Software	Biddle Consulting Group, Inc.	Criticall Annual Software Subscription	Pre-employment Testing Software		Emergency Services	Emergency Services	\$2,695.00
65	Hardware	BearCom	Radio Site & Subscriber Maintenance	800 MHz Trunked Radio System Maintenance		Emergency Services	Emergency Services	\$234,457.00
66	Software	AT&T	E911 Call Phone system Maintenance	Viper Phone System Maintenance		Emergency Services	Emergency Services	\$144,288.00
67	Hardware	AMR Business Products	DECA - Nicelog Voice Recording System	911 Voice Recording System Maintenance & Support Services		Emergency Services	Emergency Services	\$63,000.00
68	Software	MCM Technology	Radio and Equipment Management Software System	Radio and Equipment Management Software System		Emergency Services	Emergency Services	\$14,719.00
69	Software	SAP Concur	SAP Concur	Travel Management and Expense System		Finance	Finance	\$25,992.00
70	Software	Emphasys Computer Solutions, Inc.	Emphasys Computer Solutions, Inc.	Investment Software Subscription		Finance	Finance	\$9,294.00
71	Software	Paymentus/Wells Fargo	Paymentus/Wells Fargo	Credit Card Fee Processing		Finance	Finance	\$245,000.00
72	Software	Pitney Bowes Global Financial Services LLC	Pitney Bowes	Maintenance Agreement		Finance	Finance	\$3,259.00
73	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database (Accurint)		Finance	Finance	\$5,250.00
74	Hardware	Risk Connect formerly CS Stars LLC	Marsh ClearSight	Risk Management Information System/Workers Compensation System Maintenance & Support Services		Finance	Information Technology / Finance	\$117,423.00
75	Hardware support	AdComp Systems Group	AdComp Justified Automated Collections Kiosk (JACK)	Automated Collections Kiosk Annual Maintenance & Support Services		Finance Department / Public Works	Finance / Public Works	\$11,000.00
76	Software	Advanced Utilities Systems	CIS Infinity and Infinity Link	Water and Sewer Utility Billing System Maintenance & Support Services		Finance Department / Public Works	Finance / Public Works	\$400,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
77	Software	Finite Matters LTD	Pattern Stream Consulting	Budget Book Automation Support		Finance/Budget	Finance	\$8,000.00
78	Software	File Solve/Patterson Pope	Docuware	Additional Cloud Storage		Finance	Finance (100)	\$1,200.00
79	Software	Meet2Know Inc	VCITA	Online Scheduler		Finance	Finance	\$540.00
80	Software	SpringShare	SpringShare	Libstaffers	Software for processing mass payments	Fulton County Public Library	Fulton County Public Library	\$4,000.00
81	Software	Bespoke	VSYS	Volunteer Services (Software)		Fulton County Public Library	Fulton County Public Library	\$1,000.00
82	Software	Captstone Global Library, LLC		Kids 5 and under online content		Fulton County Public Library	Fulton County Public Library	\$70,000.00
83	Software	Infobase Holding Inc.		Educational Research Products		Fulton County Public Library	Fulton County Public Library	\$75,000.00
84	Software	Jo-Ann Stores Inc	Creative Bug	Online Craft for Kids		Fulton County Public Library	Fulton County Public Library	\$25,000.00
85	Software	Kanopy, Inc.		Popular Non-Book Media		Fulton County Public Library	Fulton County Public Library	\$337,500.20
86	Software	Library Ideas, LLC		Online Book Club		Fulton County Public Library	Fulton County Public Library	\$48,000.00
87	Software	Linkedin Corporation		Online Courses at self pace		Fulton County Public Library	Fulton County Public Library	\$200,000.00
88	Software	Midwest Tapes	Hoopla	Popular E-Materials mostly e-books		Fulton County Public Library	Fulton County Public Library	\$250,000.00
89	Software	Paper Education Company		Educational Research Products		Fulton County Public Library	Fulton County Public Library	\$377,500.00
90	Software	Value Line Publishing LLC,		Educational Research Products		Fulton County Public Library	Fulton County Public Library	\$104,505.00
91	Software	Pantheon	Pantheon	Web Hosting		Fulton County Public Library	Fulton County Public Library	\$600.00
92	Software	Bibliocommons	BiblioCommons Inc.	Software Maintenance for Online Public Access Catalog		Fulton County Public Library	Fulton County Public Library	\$200,000.00
93	Software	Bibliotheca, LLC (3M Security System)	Software Maintenance Agreement	Maintenance/Repairs for Self Check Stations for Research Atlanta Fulton Public Library and other Locations		Fulton County Public Library	Fulton County Public Library	\$650,000.00
94	Software	Board of Regents	Digital Library of Georgia	AARL collection finding aids		Fulton County Public Library	Fulton County Public Library	\$15,000.00
95	Software	Bridgeall	CollectionHQ	Collection Management Software		Fulton County Public Library	Fulton County Public Library	\$150,000.00
96	Software	Cengage Learning	TERC	Job Search Database		Fulton County Public Library	Fulton County Public Library	\$49,713.00
97	Software	Facts on File Inc.	Reference Databases	Online Database Membership for Reference		Fulton County Public Library	Fulton County Public Library	\$49,680.00
98	Software	Fulton County Daily Report	Daily Report Online	Online Local Legal Newspaper Database		Fulton County Public Library	Fulton County Public Library	\$25,920.00
99	Software	Haines & Company Inc.	Haines Criss + Cross	Web- based + CD Rom Haines Directories		Fulton County Public Library	Fulton County Public Library	\$55,000.00
100	Software	Data Axle (InfoUSA)	ReferenceUSA Database	Online Database Membership		Fulton County Public Library	Fulton County Public Library	\$175,200.00
101	Software	JSTOR	JSTOR	Online Database Membership		Fulton County Public Library	Fulton County Public Library	\$8,500.00
102	Software	Library Ideas, LLC	Freegal	Digital Music		Fulton County Public Library	Fulton County Public Library	\$72,000.00
103	Software	McGraw Hill / Standard & Poor dba S&P Global Market Intelligence LLC	S&P Global Market Intelligence - Industry Related Database	Online Database Membership		Fulton County Public Library	Fulton County Public Library	\$64,800.00
104	Database	Mergents, Inc.	Mergents	Financial Data		Fulton County Public Library	Fulton County Public Library	\$108,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
105	Software	Midwest Tapes, LLC	Hoopla	Digital Movies and Audiobooks		Fulton County Public Library	Fulton County Public Library	\$600,000.00
106	Software	Morningstar	Morningstar	Online Financial Industry Database		Fulton County Public Library	Fulton County Public Library	\$33,000.00
107	Software	New York Times	New York Times Digital	Digital Newspaper		Fulton County Public Library	Fulton County Public Library	\$18,000.00
108	Software	News Bank	Access World News	Online Newspaper Databases		Fulton County Public Library	Fulton County Public Library	\$99,360.00
109	Software	OCLC, Inc.	ContentDM	Archival Management Software		Fulton County Public Library	Fulton County Public Library	\$35,000.00
110	Software	Overdrive Inc.	E-Audio books	Online Database Membership		Fulton County Public Library	Fulton County Public Library	\$900,000.00
111	Software	Oxford University Press	African-American Studies Database	Online African-American Studies Database Membership		Fulton County Public Library	Fulton County Public Library	\$8,640.00
112	Software	Proquest Information & Learning Co.	Newspaper Database & Microfilms	Federated Search Engine & Online African- American Historical Newspapers Database		Fulton County Public Library	Fulton County Public Library	\$75,000.00
113	Software	SIRSI	SIRSI Circulation Software	Atlanta Fulton Public Library Circulation System Maintenance & Support Services		Fulton County Public Library	Fulton County Public Library	\$700,000.00
114	Software	Tutor.com	Tutor.com	Online Live Tutoring Service		Fulton County Public Library	Fulton County Public Library	\$150,000.00
115	Software	SpringShare	SpringShare	LibAnswers	Software for processing mass payments	Fulton County Public Library	Fulton County Public Library	\$3,500.00
116	Software	SpringShare	SpringShare	Room Booking Software	To shred documents with customers personal information	Fulton County Public Library	Fulton County Public Library	\$14,000.00
117	Software	Canva Pro	Canva Pro	Onling Graphic Design	To process mass tax payments	Fulton County Public Library	Fulton County Public Library	\$1,800.00
118	Software	Meltwater	Meltwater	Marker Media monitoring & business intelligence	ACCPAY Software Support & Services	Fulton County Public Library	Fulton County Public Library	\$11,000.00
119	Software	Dropbox Inc.	Dropbox	Data Storage	To process mail and large packages received from and sent to customers	Fulton County Public Library	Fulton County Public Library	\$1,500.00
120	Software	Adobe Acrobat	Adobe Pro	Document Editing	Customer numbering system	Fulton County Public Library	Fulton County Public Library	\$2,000.00
121	Software	Basecamp	Basecamp	Web based project management	ACCPAY Software Support & Services	Fulton County Public Library	Fulton County Public Library	\$1,000.00
122	Software	Archive Space	Archive Space	Archive mgmt. application for managing & providing web access	IVR/IWR System for Taxes Online	Fulton County Public Library	Fulton County Public Library	\$2,000.00
123	Software	World Book	World Book Online	Online Encyclopedia		Fulton County Public Library	Fulton County Public Library	\$50,000.00
124	Software	Candid formerly The Foundation Center	Online Research	Provides online research of non-profits		Fulton County Public Library	Fulton County Public Library	\$3,000.00
125	Software	Executive Information Systems	SAS Analytics	Software Maintenance		HIV Elimination	Ryan White Part A	\$3,111.00
126	Software	Direct Systems Support	IBM SPSS Statistics 27	Software License		HIV Elimination	Ryan White Part A	\$3,800.00
127	Software	QSR International	nVivo	Qualitative Data Analysis		HIV Elimination	Ryan White Part A	\$4,494.00
128	Software/ SaaS	Lucid Software	Lucid Chart	Flowcharting and Diagramming		HIV Elimination	Ryan White Part A	\$1,800.00
129	Software/ SaaS	Adobe	Acrobat Reader DC	16 licenses		HIV Elimination	Ryan White Part A	\$824.00
130	Software/ SaaS	RDE System	e2Compas	Contract Management and Client database		HIV Elimination	Ryan White Part A/Ending the HIV Epidemic	\$500,000.00
131	Software/ SaaS	Public Health Foundation	TRAIN	Public Health Learning Management System		HIV Elimination	Ryan White Part A	\$17,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
132	Software	Endurance International Group, Inc	Constant Contact	Newsletter Cloudbased Software		HIV Elimination	Ryan White Part A	\$420.75
133	Software	SVMK, Inc.	Survey Monkey	Survey Monkey		HIV Elimination	Ryan White Part A	\$2,040.00
134	Software	EBSCO Information Services	Flipster	Digital Magazine		HIV Elimination	Ryan White Part A	\$250.00
135	Software	Adobe	Adobe Creative Cloud	Graphic Design Software		HIV Elimination	Ryan White Part A	\$599.88
136	Software	Whova	Whova	Online Meeting App		HIV Elimination	Ryan White Part A	\$2,499.00
137	Software	Canva	Canva	Cloud Based Subscription for Infographics		HIV Elimination	Ryan White Part A	\$119.40
138	Software	OnSolve	One Call Now	Communication Contact Platform		HIV Elimination	Ryan White Part A	\$350.00
139	Software	Vyond	Vyond	Animation Software		HIV Elimination	Ryan White Part A	\$649.00
140	Software	Slidequest	Slidequest	Infographics		HIV Elimination	Ryan White Part A	\$197.00
141	Software	Clarivate	EndNote	Referencing Manager License		HIV Elimination	Ryan White Part A	\$999.50
142	Service	Caduceus	JJ Keller System	CDL Maintenance and Drug Testing		Human Resources	Human Resources	\$6,499.00
143	Software	Patterson Pope, Inc.	Docuware System	Cloud-Based File Storage		Human Resources	Human Resources	\$10,000.00
144	Software	Sedgewick	FMLA Software	FMLA Software		Human Resources	Human Resources	\$109,840.00
145	Software	RightStar	Rightstar Helpdesk Maintenance - HR	Information Technology Help Desk System License and Maintenance		Human Resources	Information Technology	\$45,000.00
146	Software	SAP America Inc.	SAP Success Factors	Performance Management Software		Human Resources	Information Technology	\$91,000.00
147	Software	NeoGov	Government Jobs.com	Online Job Application System		Human Resources	Information Technology/Non-Agency	\$50,000.00
148	Software	SHI INTERNATIONAL	I-Sight Complaint	Complaint Mangement Systems		Human Resources	Human Resources/DCRC	\$21,600.00
149	Software	Articulate 360	Articulate 360	Training Software to Create Online Courses		Human Resources	Human Resources	\$6,171.00
150	Software	Corporate Translation Services	Language Link	Telephone Translation		Information Technology	Information Technology	\$23,000.00
151	Software	Cambridge Computer	Cylance AntiVirus	Anti-virus software & EDR software (security tool)		Information Technology	Information Technology	\$181,368.00
152	Software	Carahsoft	Qualtrics	Customer Survey Generation and Analysis		Information Technology	Information Technology	\$239,500.00
153	Software	Dell Inc	Gemalto	License for Encryption		Information Technology	Information Technology	\$85,000.00
154	Software	Emergent, LLC	Adobe Software licenses	Licenses to provide Adobe software countywide		Information Technology	Information Technology	\$200,000.00
155	Software	JetBrains.com	All Products Pack	These tools help in writing code and debugging the application during development. We use this for writing PHP in PHPStorm, Python in PyCharm etc.		Information Technology	Information Technology	\$612.00
156	Software	Microsoft Corporation	Premier Support	Technology Support		Information Technology	Information Technology	\$87,205.00
157	Software	Presidio	ProofPoint spam filter	Cloud based Email filter (security tool)		Information Technology	Information Technology	\$202,400.00
158	Software	Presidio	Varonis Cloudbased security tool	Cloudbased security tool and EDGE		Information Technology	Information Technology	\$215,000.00
159	Software	RightStar	ScanStar	Information Technology - Asset		Information Technology	Information Technology	\$11,000.00
160	Software	RightStar	Remedy Force Service Desk System for Customer Service	Information Technology Help Desk System License and Maintenance		Information Technology	Information Technology	\$6,000.00
161	Software	RightStar	RemedyForce - FCIT	Configuration Management Database (CMDB)		Information Technology	Information Technology	\$15,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
162	Software	RightStar	RemedyForce - Professional Services	Professional Services		Information Technology	Information Technology	\$100,000.00
163	Software	SHI	KnowBe4 Security Training	Cloud based Security Awareness Training		Information Technology	Information Technology	\$70,000.00
164	Software	SHI	Exabeam Cloudbased security tool	Security Information & Event Management tool (security tool)		Information Technology	Information Technology	\$300,000.00
165	Software	SHI	Zscaler Cloudbased security tool	Cloudbased Webfiltering (security tool)		Information Technology	Information Technology	\$200,000.00
166	Software	SHI	Idaptive/Cyberark Cloudbased security tool	Idaptive - Privilege Identity & Access Management tool - provides SSO/MFA , end user privilege account access		Information Technology	Information Technology	\$425,000.00
167	Software	SHI	NetMotion Mobility (E911)	E911 Disptaching Software Tool		Information Technology	Information Technology	\$50,000.00
168	Software	Tangoe, LLC	Asentinel Maintenance	EDI software - Billing software to interface with AT&T		Information Technology	Information Technology	\$73,887.00
169	Software	Tyler Technologies	Smartfile, PubicAccess and Field Mobile	Annual Support and Services		Information Technology	Information Technology	\$100,000.00
170	Software	Zoho formerly Computer Intelligence Assocation	Manage Engine	Active Directory Management Tool		Information Technology	Information Technology	\$86,000.00
171	Software	SAIT	Data Center Service Maintenance	Professional Services		Information Technology	Information Technology	\$20,000.00
172	Software	Entrust	Entrust Security Cert Mgmt Services	Cert. Mgmt Services		Information Technology	Information Technology	\$15,500.00
173	Software	Prosys (formerly IPVision, Inc.)	IDENTIV - ICPAM IPVision Support Access Contraol	IDENTIV - ICPAM (Access Control Yearly Maintenance Support		Information Technology	Information Technology	\$25,000.00
174	Software	Prosys Information Systems	SIP-Gateway	Telephone System Upgrade/Modernisation		Information Technology	Information Technology	\$75,000.00
175	Software	Dell Inc	SecureWorks	Cybersecurity services; Managed Endpoint services: Hosted AETD Red Cloak, Firewall, Virtual Counter Threat Appliance, Incident Management Retainer		Information Technology	Information Technology	\$200,000.00
176	Software	Diltex	Enterprise Vault	Enterprise information archive platform		Information Technology	Information Technology	\$75,000.00
177	Software	Experian	QAS Addressing Software	Electronic Address Data System Maintenance & Support Services		Information Technology	Information Technology	\$20,000.00
178	Software	Micro Focus	Maintenance & Support	Enterprise application software		Information Technology	Information Technology	\$15,000.00
179	Software	Presidio	PaloAlto	Internal Firewall Maintenance & License		Information Technology	Information Technology	\$800,000.00
180	Software	Presidio	PaloAlto	External Firewall Maintenance & License		Information Technology	Information Technology	\$104,954.00
181	Software	Presidio	Automated Mapping-Netbrain	Automated Mapping-Netbrain		Information Technology	Information Technology	\$37,000.00
182	Software	B2B	Office 365	Cloudbase software application; O365 Avepoint (backup & MAD365 (security)		Information Technology	Information Technology	\$325,000.00
183	Software	SHI	Forescout	Network access control (security tool)		Information Technology	Information Technology	\$500,000.00
184	Software	South Central Planning and Development Commission	Permitting Software	Permitting Software		Information Technology	Information Technology	\$15,000.00
185	Software	SHI	DocuSign	Workflow Signature Management		Information Technology	Information Technology/Non-Agency	\$350,000.00
186	Software	Dawn USA Holding LLC - Evoque	Lease Co-Location Center	Co-Location Center		Information Technology	Information Technology/Non-Agency	\$450,000.00
187	Software	Newcom Wireless	Neverfail	Neverfail Enterprise Support - E911		Information Technology	Information Technology	\$50,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
188	Software	Infax CourtSight	Infax CourtSight Suite	Support for Court Monitors		Information Technology	Courts	\$15,000.00
189	Software	Atlantic Data Security formerly Netanium, Inc.	Netwrix	Network Auditing Software Maintenance		Information Technology	Information Technology	\$70,000.00
190	Software	BMC Software	BMC Job Scheduling Software	Computer Scheduling Software		Information Technology	Information Technology	\$56,000.00
191	Software	CGI-AMS	AMS Advantage-ERP Application	County ERP System Maintenance & Support Services (Personnel, Purchasing & Finance)		Information Technology	Information Technology	\$1,500,000.00
192	Software	Dell Inc	VMWare	Server Virtualization Software Licenses, Maintenance & Support		Information Technology	Information Technology	\$1,161,377.00
193	Software	Earthchanel Communications (Media Management)	ClearChannel	Video Streaming System Maintenance & Support Services		Information Technology	Information Technology	\$41,300.00
194	Software/Hardware	EMC Inc.	EMC Disk / Data Storage	EMC Systems Maintenance & Support Services		Information Technology	Information Technology	\$1,171,367.00
195	Hardware	Mainline	Hardware Maintenance	Fujitsu Server & Storage Hardware Maintenance		Information Technology	Information Technology	\$85,000.00
196	Software	Howard Industries	Barracuda Firewall Licenses	Firewall Protection Software		Information Technology	Information Technology	\$60,000.00
197	Software	Interworks, Inc.	Tableau License	Interactive visual data		Information Technology	Information Technology	\$65,000.00
198	Software	Advance Systems Concepts, Inc. (formerly JSCAPE)	JSCAPE	FTP - File Transfer Software Maintenance		Information Technology	Information Technology	\$15,000.00
199	Software	Kronos Inc.	Kronos Enterprise Time System	Enterprise Time Keeping System Licenses, Maintenance & Support Services		Information Technology	Information Technology	\$587,000.00
200	Software	LinkedIn (formerly Lynda.com)	LyndaEnterprise Academic & Government	Enterprise learning in business & technology for employee training and development.		Information Technology	Information Technology	\$24,000.00
201	Hardware	Morgan Birge & Associates	Legacy Telecommunications Equipment Maintenance	Legacy Telecommunications Equipment Maintenance		Information Technology	Information Technology	\$24,000.00
202	Software	Namescape	Namescape Email Software	E-Mail System Utility Software		Information Technology	Information Technology	\$15,000.00
203	Software	Oracle	Oracle Licenses	Oracle Licensing and Support		Information Technology	Information Technology	\$700,000.00
204	Hardware	Prosys Information Systems	F5 Networks - Network Traffic Manager	Network Load Balancer		Information Technology	Information Technology	\$75,000.00
205	Software	RightStar	Rightstar Helpdesk Maintenance - FCIT	Information Technology Help Desk System License and Maintenance		Information Technology	Information Technology	\$125,000.00
206	Software	Sitecore	Sitecore Experience 9 Platform	Maintenance and support		Information Technology	Information Technology	\$400,000.00
207	Software	SiteImprove	SiteImprove - Web Analysis Software	Website Diagnostic Software		Information Technology	Information Technology	\$15,000.00
208	Software	Software House International	Idera SQL tuning softwre	SQL Tuning Performance software		Information Technology	Information Technology	\$10,000.00
209	Software	Software House International	Microsoft Licenses. Software and Support	Microsoft Licenses. Software and Support-M365 E3 FromSA GCC ShrdSvr, Dyn365EForCustomerService, MS Visio, ProjOnlnProfGOV, CISSteDCCore, SQLSvrEntCore & Std, VsEntwMSDN, WinRmtsktpSrvcsCal, Azure		Information Technology	Information Technology	\$3,000,000.00
210	Software	Software House International	SolarWinds	Network Monitoring & FTP Support Software		Information Technology	Information Technology	\$45,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
211	Software	ESRI	ArcGIS Desktop, ArcGIS Server, ArcGIS Online	Geographic Information System Desktop and Server Software		Information Technology	Information Technology / Public Works/ Tax Assessor	\$500,000.00
212	Software	Zoom Video Communications Inc.	Standard Zoom Pro	Zoom Video Conferencing		Information Technology	Information Technology/Non-Agency	\$200,000.00
213	Software	RightStar	Remedyforce Service Desk Support	Contract Service Desk Casual User Tax		Tax Assessor	Information Technology	\$70,000.00
214	Software	RightStar	RemedyForce - Clk of Sup Ct	Court Ticketing System for IT, HR and records services		Clerk of Superior Court	Information Technology	\$45,000.00
215	Software	Carahsoft - E-Civis	Grants Locator -IGA	Grants Locator Software Licenses		County Manager	Information Technology	\$40,000.00
216	Software	Engagifii (Formerly Capitol Impact)	Legislative Tracking System	Legislative Tracking System Maintenance & Support Services		County Manager	Information Technology	\$10,000.00
217	Software	Palatine Technology Group	Electronic Warrant Interchange (EWI)	Electronic Warrant Interchange System Maintenance & Support Services		Courts	Information Technology	\$40,000.00
218	Software	Tyler Technologies-Odyssey Division	Odyssey Justice System	Unified Justice Case Management System Maintenance & Support Services		Criminal Justice and Public Safety Agencies	Information Technology	\$2,150,000.00
219	Software	RightStar	RemedyForce - Ext. Affairs	RemedyForce License		External Affairs	Information Technology	\$25,000.00
220	Software	RightStar	Remedy Force	Accounts Payable Invoice Tracking		Finance	Finance	\$60,000.00
221	Software	RightStar	Remedy Force	Benefits, Payroll, Pension Tracking for Incident, Service Request and Call Documentation.		Finance	Finance	\$15,000.00
222	Software	RightStar	RemedyForce - Finance - Benefits	RemedyForce License		Finance	Finance	\$15,000.00
223	Software	RightStar	RemedyForce - Finance	Professional Svs for AP Department/Liaison Workflow & License		Finance	Information Technology	\$20,000.00
224	Hardware	Risk Connect formerly CS Stars LLC	Marsh ClearSight	Risk Management Information System/Workers Compensation System Maintenance & Support Services		Finance	Information Technology / Finance	\$120,000.00
225	Software	ORBIS Partners Inc.	Youth Assessment and Screening Instrument (YASI)	Youth Assessment and Screening Software and Support		Juvenile Court	Information Technology	\$10,000.00
226	Software	Tyler Technology-CLT Division	IAS World Tax System	IAS World Tax System Maintenance & Support Services		Tax Assessor	Tax Assessor	\$1,000,000.00
227	Software	For the Record	Digital Recording System for Courtrooms	Hardware and Software Maintenance		Courts System/Information Technology	Information Technology	\$300,000.00
228	Software	TextGov	Chatbot	Website bot to answer questions from the general public - HHS		Health & Human Services	Information Technology	\$25,000.00
229	Software	14 Oranges Software, Inc.	Social Services Application			Health & Human Services	Information Technology	\$25,000.00
230	Software	Bilibocommons	BibiloCommons Inc.	Software Maintenance for Online Public Access		Fulton County Public Library	Information Technology	\$185,000.00
231	Hardware/Software	Business Information System Inc.	Digital Court Recording	DCR 4Ch Digital /Audio Recording Software with Notes, Mixer and Splitter	Statutorily mandated recording services	Juvenile Court	Juvenile Court	\$25,000.00
232	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database (Accurant)		Juvenile Court	Juvenile Court	\$8,000.00
233	Software	WestLaw	WestLaw	Access to Legal/Judicial Database (Accurant)		Juvenile Court	Juvenile Court	\$20,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
234	Software	Canyon Solutions	JCATS	Juvenile Court Case Management System Maintenance & Support Services	Official Record of Juvenile Court	Juvenile Court/Office of Child Attorney	Juvenile Court	\$135,000.00
235	Software	TextGov	Chatbot	Website bot to answer questions from the general public on Magistrate's website		Magistrate Court Administrator	Magistrate Court Administrator	\$7,500.00
236	Software	SPROKIT, Inc.	SPROKIT	App used by Misdemeanor Mental Health Court to provide geo-match, court notifications, accountability and surveillance of participants		Magistrate Court Administrator	Magistrate Court Administrator	\$165,000.00
237	Software	Civic Plus	Website	Website hosting and support		Magistrate Court Administrator	Magistrate Court Administrator	\$2,200.00
238	Software	Thomson West	Westlaw	Online legal research		Magistrate Court Administrator	Magistrate Court Administrator	\$14,834.00
239	Warranty	Utility Associates, Inc	Body Worn Camera (BWC)	Warranty & Technical Support of BWC inventory	Replace broken items and provide 24/7 customer service technical support	Marshal	Marshal (CAP Request)	\$58,600.00
240	Warranty & Software Support	DataWorksPlus	Rapid ID FingerScanners	Warranty & Technical Support of FP Scanner inventory	Field Fingerprinting - Pre-Arrest Actions	Marshal	Marshal	\$3,436.00
241	Hardware & Software Purchase/Support	Axon	TASER	CEW (Conductive Electronic Weapon)	Lesser Deadly Force measure	Marshal	Marshal (CAP Request)	\$85,999.20
242	Software	CaseWare IDEA Inc	IDEA 10	Perpetual License, Support and Maintenance for the Analytical Tool		Office of County Auditor	Office of County Auditor	\$4,000.00
243	Software/ Hotline	Navex Global, Inc.	Whistleblower Hotline Subscription	Hotline-Enterprise Lite Subscription and Global Telephony Subscription		Office of County Auditor	Office of County Auditor	\$22,378.24
244	Software	Wolters Kluwer	TeamMate Software Maintenance	Support & Maintenance for Audit Management Software		Office of County Auditor	Office of County Auditor/Non-Agency	\$49,720.00
245	Software/ SaaS	Achievlt Online, LLC	Achievlt	Project Management Software		Office of Strategic Planning	County Manager's Office/Strategic Planning	\$160,000.00
246	Software/ SaaS	Socrata, Inc.	Socrata	Performance Management System Software		Office of Strategic Planning	County Manager's Office/Strategic Planning	\$1,005,997.00
247	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database (Accurant)		Office of the Child Attorney	County Manager/ Office of Child Attorney	\$3,915.00
248	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database		Office of the Child Attorney	County Manager/ Office of Child Attorney	\$9,650.00
249	Software	Dana Safety Supply	Mobile License Plate Reader	Government cloud storage, hit retention and read retention		Police Department	Police Department	\$7,980.00
250	Software	Datamaxx Group	*Datamaxx Licenses and Support	Criminal Information System Maintenance & Support Services		Police Department	Police Department	\$6,000.00
251	Software	Eagle Advantage Solutions	*Intellibook Livescan	Intellibook Livescan, LSID 425, LSID 419, & Livescan State Connection Support		Police Department	Police Department	\$12,323.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
252	Software	Eagle Advantage Solutions	*Eagle*Print	Eagle*Print Applicant Software Application		Police Department	Police Department	\$3,075.00
253	Software	Farber Specialty Vehicles	*SatcomService LLC	Command Vehicle Internet Satellite		Police Department	Police Department	\$5,328.00
254	Software	Leads Online LLC	*Leads Online	Pawn Shop Investigative Software		Police Department	Police Department	\$3,133.00
255	Software	Axon	Body and In-Car Camera Systems	Software, including licensing fees, annual maintenance and suport, patches		Police Department	Police Department	\$150,000.00
256	Software	West Publishing Corp	*Thomson Reuters	Legal Research/Investigative Solution		Police Department	Police Department	\$6,000.00
257	Software	BadgePass	ID Machines	One year onsite service for all hardware components listed		Police Department	Police Department	\$2,050.00
258	Software	BadgePass	ID Machines	One year onsite service for all hardware components listed		Police Department	Police Department	\$945.00
259	Software	PowerDMS	PowerDMS	LE assessment annual subscription		Police Department	Police Department	\$450.00
260	Software	Scantron	Test Card Reader Machine	ParTest Software Assurance.1;ParTEST Single User ParScore Software Assurance.1;ParScore Workstation		Police Department	Police Department	\$695.00
261	Software	BadgePass	ID Machines	One year of phone and remote support for all software components listed as well as access to the latest versions of BadgePass software		Police Department	Police Department	\$500.00
262	Software	Street Smart LLC	Street Smart LLC Software	One (1) Year Street Smart Saas Solution		Police Department	Police Department	\$20,000.00
263	Software	Guardian Tracking	Internet Access to the Guardian Tracking Employee Documentation / Early Intervention & Recognition System Software.	Provides continued technical support and all software		Police Department	Police Department	\$2,115.00
264	Software	Rotor Resources	Sirius XM and Navigation	Annual subscription for Helicopter Sirius XM and Navigation		Police Department	Police Department	\$1,805.00
265	Software & Hardware	MSA	MSA	Document Scanner Maintenance		Public Defender	Public Defender	\$10,000.00
266	Software & Hardware	Security 101	Security101	Security Door Access and Cameras		Public Defender	Public Defender	\$15,000.00
267	Software	Thomson West	WestlawNext & Clear Investigator	On-Line Legal Database Research		Public Defender	Public Defender	\$46,000.00
268	Software	Canyon Solutions	Canyon Solutions	Court Case Management System Maintenance & Support Services	Upload audio/video files for cases	Public Defender	Public Defender	\$25,000.00
269	Software	Bentley Systems, Inc.	MicroStation Information Modeling and CAD Production Software	License & Support		Public Works	Public Works	\$8,500.00
270	Software	DLT Solutions, LLC	AutoCAD v10 Civil 3D	Auto CAD Engineering Application Support		Public Works	Public Works	\$50,000.00
271	Software	Evans Technology, Inc.	Primavera P6 & Professional Mgmt.	Application User License, Update & Support, Evan Custom RP6 R8 Student Kit		Public Works	Public Works	\$20,000.00
272	Software	Innovyze	Infowater Suite	Annual maintenance subscription program		Public Works	Public Works	\$65,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
273	Software	Innovyze (Wallingford)	Infoworks ICM SE	PW Interactive Sanitary Sewer Modeling		Public Works	Public Works	\$248,625.00
274	Software	Labworks, LLC (Previously Perkin Elmer)	Labworks	Laboratory Information Management System		Public Works	Public Works	\$26,000.00
275	Software	Oracle	Oracle Primavera and Contract Management Software	Support and upgrades to Primavera and Contract Management software		Public Works	Public Works	\$24,300.00
276	Software	WinCan, LLC	VX Entry to Expert Upgrade	CCTV Software Upgrades from existing WinCan Entry Licenses		Public Works	Public Works	\$80,000.00
277	Software	Thingtec	TracIT	AVL Software and web maintenance		Public Works	Public Works	\$80,000.00
278	Software	SwiftComply US OpCo, Inc (OLD - XC2 Software, LLC)	XC2 Backflow Prevention Management Software	Prevention Management Support contract		Public Works	Public Works	\$75,000.00
279	Hardware	Xerox Corporation	Wide Format Scanner	Maintenance support and repairs for scanner		Public Works	Public Works	\$8,600.00
280	Software	Azteca Systems	Cityworks Enterprise	Computerized Maintenance Management/Work Order System Maintenance & Support Services		Public Works / Police	Public Works / Police	\$90,000.00
281	Software	Earl Dudley	Topcon	Sta-Sub GP Yearly Reference Station		Public Works/ Planning and Community Services	Public Works/ Planning and Community Services	\$110,000.00
282	Hardware	360 Network Solutions	4G Modems	4G Modem to replace legacy 3G modems in message board trailer		Public Works	Public Works	\$4,650.00
283	Software	SAi	FLEXI Sign Making Software	Software upgrade for sign fabrication		Public Works	Public Works	\$1,000.00
284	Software	JAMAR	STARneXT	Software upgrade for Traffic Analysis and Reporting		Public Works	Public Works	\$1,595.00
285	Software	Power Engineering	CityWorks	PLL Implementations and customizations/upgrades		Public Works	Public Works	\$85,000.00
286	Software Support	IK Consultong, LLC	Permits Plus	Permits Plus support and customization		Public Works	Public Works	\$8,000.00
287	Software/Software Support	Commonwealth Technologies	Polaris Workforce	Utility Locate Ticket Management		Public Works	Public Works	\$15,000.00
288	Software	Delta Municipal Supply (Old - Neptune)	Neptune 300 Software (Old - Water meter reading management)	Meter reading software		Public Works	Public Works	\$50,000.00
289	Software	Adobe	Adobe Premier Pro CC	VideoGraphics/Editing Program		Public Works	Public Works	\$1,250.00
290	Software/Hardware Support	M.R. Systems	Wonderware, Modicaon, etc.	Supervisory Control and Data Management System		Public Works	Public Works	\$50,000.00
291	Software	B2G Now	Contract Compliance System	Contract Compliance System		Purchasing & Contract Compliance	Purchasing & Contract Compliance	\$40,000.00
292	Software	BidNet Direct International Data Base Corporation	BidNet Direct	Bid Board Notification and Contract Management System		Purchasing & Contract Compliance	Purchasing & Contract Compliance	\$25,000.00
293	Software	EasyVote Solutions	Election/Asset Management System	On-line Applications for PollBook, Campaign Finance, Inventory	Electronic filing of financial reports from candidates and elected officials	Registration & Elections	Registration & Elections	\$26,500.00
294	Software	Image One Corporation	Rocket-File Signature Scanning System	Registration & Elections Esignature System Maintenance & Support Services	Imaging software for registration applications and signature verification	Registration & Elections	Registration & Elections	\$7,170.00
295	Software	Patterson Pope, Inc.	Lektriever Filing System	Lektriever Filing System	Filing and storing paper voter registration applications	Registration & Elections	Registration & Elections	\$3,618.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
296	Hardware	DMT Solution Global Corp. - Blue Crest	Relia-Vote System/Absentee Mail	Absentee Ballot Processing System Maintenance & Support Services	Process absentee ballots by mail.	Registration & Elections	Registration & Elections	\$100,000.00
297	Hardware	OPEX Corporation	Opener/Extractor	Letter Opener Model 72		Registration & Elections	Registration & Elections	\$12,800.00
298	Hardware	Dominion Voting System	MBP Oki-C931	Warranty High Speed Printers		Registration & Elections	Registration & Elections	\$5,100.00
299	Hardware	Dominion Voting System	Image Cast Central Firmware	Firmware Warranty G2140		Registration & Elections	Registration & Elections	\$7,725.00
300	Software	Dominion Voting System	ImageCast Firmware	ICP Precinct Tabulator - 320C		Registration & Elections	Registration & Elections	\$14,820.00
301	Software	Dominion Voting System	Image Cast Firmware	Annual License - BMD Prime 5.5A		Registration & Elections	Registration & Elections	\$52,500.00
302	Software	Dominion Voting System	ImageCast Firmware	Precinct Tabulator 320C 5.5A Scanners		Registration & Elections	Registration & Elections	\$34,884.00
303	Software	Dominion Voting System	KnowInk Poll Book	Annual License		Registration & Elections	Registration & Elections	\$62,500.00
304	Software	14 Oranges Software, Inc.	Mobile Application	Application Software for Mobile App		Registration & Elections	Registration & Elections	\$4,000.00
305	Software	SOE Software	Online Poll Worker Training system	Online Training Module	Online training module for certification of poll officials	Registration & Elections	Registration & Elections	\$12,075.00
306	Software	SOE Software, d/b/a/ Scytl	Election Night Reporting Software	Election Night Reporting	Report election results	Registration & Elections	Registration & Elections	\$9,000.00
307	Software	EasyVote Solutions	Election/Asset Management System	On-line Applications for PollBook, Campaign Finance, Inventory	Electronic filing of financial reports from candidates and elected officials	Registration & Elections	Registration & Elections	\$26,500.00
308	Software	Wireless Data Systems	Inventory Tracking System	Annual License		Registration & Elections	Registration & Elections	\$191,979.00
309	Software	KNOWiNK	Poll Pad Package	Poll Pad Packages iPad WiFi 32GB		Registration & Elections	Registration & Elections	\$25,000.00
310	Software	Dominion Voting System	Image Cast Tabulator	Software Licen - 320C 5.5A ICC Scanners		Registration & Elections	Registration & Elections	\$28,525.00
311	Software	Quadiant	Ballot Printing	OMS500 for v8.2		Registration & Elections	Registration & Elections	\$6,060.00
312	Hardware	Dominion Voting System	Hardware Extended Warranty	Hardware Extended Warranty		Registration & Elections	Registration & Elections	\$501,746.00
313	Software	CoStar	CoStar Suite	2 Licenses	Evaluate site development, quickly visualize trends on maps and efficiently track tenant and ownership information for the Metro Atlanta market (including submarkets)	Select Fulton - Economic Development	Select Fulton	\$10,000.00
314	Software	Chmura	JobsEQ Platform + Real-Time Intelligence (RTI) module	1 Organizational Licenses	Employment & Wages, Unemployment, Cost of Living, Historical Industry Growth Rates, etc) against any County, MSA, or State in the United States	Select Fulton - Workforce Development	Workforce	\$10,000.00
315	Software	Chmura	RTI Job Feed Data - Career Concourse	1 Organizational Licenses	Employment & Wages, Unemployment, Cost of Living, Historical Industry Growth Rates, etc) against any County, MSA, or State in the United States	Select Fulton - Economic Development	Select Fulton	\$10,000.00
316	Software	SizeUp	SizeUp	1 Organizational Licenses	Small business market research and business intelligence tool	Select Fulton - Economic Development	Select Fulton	\$15,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
317	Software	Smart SolutionsGro up	EdLead Tracker	1 Organizational Licenses	Project managing and client relations tool.	Select Fulton - Economic Development	Select Fulton	\$5,000.00
318	Software	GIS Planning	Zoom Prospector	1 Organizational Licenses	Interactive commercial real estate site selection and demogaphic tools	Select Fulton - Economic Development	Select Fulton	\$10,000.00
319	Software	Accessible Solutions, Inc.	SERVtracker	Web Hosting	Data Tracking	Senior Services	Senior Services	\$20,000.00
320	Software	OnSolve, LLC	One Call Now	Web Hosting	Messaging System	Senior Services	Senior Services	\$19,000.00
321	Software	Pantheon	Pantheon	Cloud Web Hosting		Senior Services	Senior Services	\$600.00
322	Software	Audio Visual Innovations, Inc.	Vidieo Wall	Software Maintenance		Sheriff	Sheriff	\$6,400.00
323	Software	Black Creek	Data tracking software	Software Maintenance		Sheriff	Sheriff	\$10,000.00
324	Software	Carahsoft/Celebrite	Software License	Cell Phone retrieval software Maintenance		Sheriff	Sheriff	\$5,000.00
325	Software	CI Technologies, Inc	Investigation Software	Software Maintenance		Sheriff	Sheriff	\$20,000.00
326	Software	Cross Match technologies	Sex Offender Software	Sex Offender Maintenance		Sheriff	Sheriff	\$10,000.00
327	Software	Georgia Technology Authority	WAN Telecommunication Services	Telecommunications WAN Services for Sheriff		Sheriff	Sheriff	\$16,000.00
328	Software	Real Time Network	Key Service	Key system Service/Maint		Sheriff	Sheriff	\$20,000.00
329	Software	LexisNexis	People Search Services	Search Services		Sheriff	Sheriff	\$5,000.00
330	Software	NEC	AFIS	Automated Finger Print ID System Maintenance & Support Services		Sheriff	Sheriff	\$119,871.00
331	Software	Axon	Camera Software	Vehicle Camera Maintenance		Sheriff	Sheriff	\$10,000.00
332	Software	North Pointe	Inmate Tracking Software	Inmate Tracking Software		Sheriff	Sheriff	\$40,000.00
333	Software	PlastiCard	Photo ID Software	Software Maintenance		Sheriff	Sheriff	\$3,000.00
334	Software	Power DMS, Inc.	CELEA Certification	Software/System Maint		Sheriff	Sheriff	\$10,000.00
335	Software	Watch Systems LLC	Sex Offender Software	Sex Offender Maintenance		Sheriff	Sheriff	\$17,500.00
336	Software	West Publishing Corp	Clear	Search Services		Sheriff	Sheriff	\$10,000.00
337	Software	Axon	Axon	Body Camera Maintenance		Sheriff	Sheriff	\$25,000.00
338	Software	Thomson Rueters	CLEAR PRO Law Enforcement Investigator Plus	Online Subscription	To process mass tax payments	Solicitor-General	Solicitor-General	\$12,012.00
339	Software	The Applicant Manager	The Applicant Manager	Applicant tracking system	Superior Court Administrator	Superior Court Administrator	Superior Court Administrator	\$3,000.00
340	Software	EBSCO Information Services	EBSCO Legal Reference Center	Legal Reference System for the public and pro se litigants.	Superior Court Administrator	Superior Court Administrator	Superior Court Administrator	\$5,000.00
341	Software	Thomson West	WESTLAW	Online Legal Research	Superior Court Administrator	Superior Court Administrator	Superior Court Administrator	\$120,000.00
342	Software	Zoom Video Communications Inc.	Standard Zoom Pro	Zoom Video Conferencing	Superior Court Administrator	Superior Court Administrator	Superior Court Administrator	\$1,000.00
343	Software	Twilio	Twilio	Online Communication Tool	Superior Court Administrator	Superior Court Administrator	Superior Court Administrator	\$3,500.00
344	Software	GoDaddy	GoDaddy	Web hosting Services	Superior Court Administrator	Superior Court Administrator	Superior Court Administrator	\$2,800.00
345	Software	All My HR	allmyhr.com	HR Compliance Training	Superior Court Administrator	Superior Court Administrator	Superior Court Administrator	\$4,100.00
346	Software	Edutainmentlive, LLC	ITPRO.TV	Technology Education Online Training	Superior Court Administrator	Superior Court Administrator	Superior Court Administrator	\$3,300.00
347	Software	Adobe	Adobe Acrobat Pro	Electronic Document Editor	Superior Court Administrator	Superior Court Administrator	Superior Court Administrator	\$5,000.00
348	Software	ICON SOFTWARE CORPORATION	Courthouse JMS (with summons Direct Module)	Jury Management System Software and Service	Superior Court Administrator/State Court	Superior Court Administrator/State Court	Superior Court Administrator/State Court	\$298,000.00
349	Software	Solarwinds	Samange	Asset tracking & service desk application	Superior Court Administrator/State Court	Superior Court Administrator/State Court	Superior Court Administrator/State Court	\$14,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
350	Software	Tradogram Inc.	Tradogram	Court Ordering and Tracking System	Procure Chamber and Administration Orders	Superior Court Administrator	Superior Court Administrator	\$5,000.00
351	Software	Monday	Monday.com	Daily Task Management System	Task Management	Superior Court Administrator	Superior Court Administrator	\$2,300.00
352	Software	RedBite Solutions	Itemit.com	Inventory & Asset management online service	Inventory Management	Superior Court Administrator	Superior Court Administrator	\$2,400.00
353	Software	Carahsoft	Slack.com	Communication and taks portal	Grant partners communication portal.	Superior Court Administrator	Superior Court Administrator	\$5,900.00
354	Software	LexisNexis	CaseMap	Manage cases from beginning to end with detailed timeline for judge and chamber staff	Manage Case History	Superior Court Administrator	Superior Court Administrator	\$2,053.00
355	Software	SparkHire	SparkHire.com	Video Interviewing Platform	Interview candidates for open positions	Superior Court Administrator	Superior Court Administrator	\$4,000.00
356	Software	Zoho Corporation	Manage Engine	Service Desk Application	Superior Court Administrator	Superior Court Administrator	Superior Court Administrator	\$30,000.00
357	Software	Georgia Multiple Listing	Georgia Multiple Listing	Data Services Provider for Real Estate Properties		Tax Assessor/ Information Technology	Tax Assessor	\$7,000.00
358	Software	The Sidwell Company	Parcel Builder	Cadastral (Tax Parcel) Mapping System Maintenance & Support Services		Tax Assessor/Information Technology	Information Technology	\$23,000.00
359	Software	Core Logic (formerly Marshall & Swift)	Commercial/Residential Estimator	Locate thousands of square foot and components for commercial properties		Tax Assessor	Tax Assessor	\$6,000.00
360	Software	Co-Star Comps	Data Listing Service	Appraisal Data Listing Search		Tax Assessor	Tax Assessor	\$84,695.00
361	Software	ESRI Canada Limited	ESRI Canada Limited	Mobile Data Collection Software		Tax Assessor	Tax Assessor	\$25,000.00
362	Software	Experian	QAS Addressing Software	Electronic Address Data System Maintenance & Support Services		Tax Assessor	Tax Assessor	\$10,000.00
363	Software	First Multiple Listing	First Multiple Listing	Data Services Provider for Real Estate Properties		Tax Assessor	Tax Assessor	\$40,000.00
364	Software	LexisNexis	Online Search Engine	Realtime Reports for Property Deed Imaging, Court Records		Tax Assessor	Tax Assessor	\$32,000.00
365	Software	Pictometry International Corp.	Pictometry	Aerial Photography System Maintenance & Support Services		Tax Assessor	Tax Assessor	\$440,799.00
366	Software	q-Public	Website Implementation	Hosting, Maintenance, Support and Upgrades		Tax Assessor	Tax Assessor	\$45,480.00
367	Software	Tyler Technology-CLT Division	IAS World Tax System	IAS World Tax System Maintenance & Support Services		Tax Assessor	Tax Assessor	\$300,000.00
368	Software	The Sidwell Company	Parcel Builder	Parcel Builder Maintenance		Tax Assessor	Tax Assessor	\$25,000.00
369	Software	Security 101	Security 101	Access Maintenance for Security Doors		Tax Assessor	Tax Assessor	\$2,990.00
370	Software	Thomson Rueters	West Publishing	Legal Research/Investigative Solution for Homestead		Tax Assessor	Tax Assessor	\$30,000.00
371	Software	System	System	Plotter Access Software Maintenance		Tax Assessor	Tax Assessor	\$5,000.00
372	Software	Prime Gov	Prime Gov	Automated Meeting Agenda Management		Tax Assessor	Tax Assessor	\$10,000.00
373	Software	Tyler Technologiyies / TruRoll	TruRoll	Advanced Proactive Homestead Monitoring		Tax Assessor	Tax Assessor	\$63,500.00
374	Software	Tyler Technology, Inc.-CLT Division	IAS World Tax System	IAS World Tax System Maintenance & Support Services		Tax Commissioner	Information Technology	\$1,000,000.00
375	Software / Hardware	Brainsell Technologies	ACCPAY Software Support	ACCPAY Software Support & Services	ACCPAY Software Support & Services	Tax Commissioner	Tax Commissioner	\$30,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
376	Software/ Hardware	Cummins-Allison Corp.	Coin Sorters and Currency Counters	Coin Sorters & Currency Counter Equipment Maintenance & Support Services	To sort, count and detect counterfeit money	Tax Commissioner	Tax Commissioner	\$67,000.00
377	Hardware	Document Strategies, Inc.	Mail Sorter	Mail Sorter Machines & Equipment Maintenance & Repair	To fold, stuff and seal refunds	Tax Commissioner	Tax Commissioner	\$49,000.00
378	Software	Docuware Corporation (formerly Westbrook Technologies)	Docuware System	Imaging System Maintenance & Support Services	To store images from payments received	Tax Commissioner	Tax Commissioner	\$90,000.00
379	Software	DRS Group	Check Scanners	Check Scanners Maintenance & Support Services	To scan checks from payments received	Tax Commissioner	Tax Commissioner	\$35,000.00
380	Software / Hardware	HP, Inc. formerly Hewlett Packard, Inc.	Printers	Printers Software Maintenance & Support	Bill and Document printers	Tax Commissioner	Tax Commissioner	\$35,000.00
381	Hardware	NCR Corporation	Remittance Processor	Check Remittance Processor Hardware Maintenance & Support Services	To process mass tax payments	Tax Commissioner	Tax Commissioner	\$230,000.00
382	Software/ Hardware	Netvantage, Inc. dba Creditron, Inc.	Remittance Processor-Item Age	Check Remittance Processor Software Maintenance & Support Services	Software for processing mass payments	Tax Commissioner	Tax Commissioner	\$241,000.00
383	Hardware	Onsite Maintenance Center LLC /formerly ServRight (Intrepid)	Shredder Maintenance	Shredder Maintenance & Support Services	To shred documents with customers personal information	Tax Commissioner	Tax Commissioner	\$14,500.00
384	Hardware	Opex Corporation	Jogger & Mail Extractor; Remittance Processor	Check Joggers, Mail Extractor Machine and Remittance Processor Maintenance & Support Services	To process mass tax payments	Tax Commissioner	Tax Commissioner	\$250,000.00
385	Software	Paradime Solutions, Inc.	ACCPAY Software Support	ACCPAY Software Support & Services	ACCPAY Software Support & Services	Tax Commissioner	Tax Commissioner	\$30,000.00
386	Hardware	Pitney Bowes Credit Corp. dba Global Financial Services LLC	Arrival Express Plus	Mailing Equipment/Postage Meter/Hand Held Scanner	To process mail and large packages received from and sent to customers	Tax Commissioner	Tax Commissioner	\$19,000.00
387	Software/ Hardware	Q-Matic Corporation	Q-Matic Customer Flow Management	Customer Flow Management System Maintenance & Support Services	Customer numbering system	Tax Commissioner	Tax Commissioner	\$225,000.00
388	Software / Hardware	Sage Software, Inc.	ACCPAY Software Support	ACCPAY Software Support & Services	ACCPAY Software Support & Services	Tax Commissioner	Tax Commissioner	\$30,000.00
389	Software	Selectron Technologies Inc.	IVR/IWR	IVR/IWR for Real Estate/Solid Waste Billing/MTV	IVR/IWR System for Taxes Online	Tax Commissioner	Tax Commissioner	\$250,000.00
390	Software	Tyler Technology, Inc.-CLT Division	IAS World Tax System	IAS World Tax System Maintenance & Support Services		Tax Commissioner	Tax Commissioner	\$300,000.00
391	Software / Hardware	WellSpring Software	Check Scanners	Bank Check Scanners Maintenance & Support Services	Bank Check Scanners Maintenance & Support Services	Tax Commissioner	Tax Commissioner	\$10,000.00
392	Software / Hardware	Xerox Corporation	Tax Bill Printers	Bill Printers Software Maintenance & Support Services	Large tax bill printers for mass mailings	Tax Commissioner	Tax Commissioner	\$100,000.00
393	Software / Hardware	Fujitsu Computer Products of America	Drives Scanners	Drives Scanners Maintenance and Support Services	Tax Commissioner	Tax Commissioner	Tax Commissioner	\$25,000.00
394	Software	Tyler Technology, Inc.-CLT Division	iasWorld -Support	Annual Support and Services	Tax Commissioner	Tax Commissioner	Tax Commissioner	\$375,000.00

Annual Hardware and Software Maintenance and Support List - 2022

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2022 Projected Expenditure
395	Software	Tyler Technology, Inc.-CLT Division	Homestead Tax Exemption	Annual Support and Services	Tax Commissioner	Tax Commissioner	Tax Commissioner/Non Agency	\$33,723.75
396	Software / Hardware	Fastenal Company	Heavy Duty Shredders	Heavy Duty Shredders Maintenance and Support Services	Tax Commissioner	Tax Commissioner	Tax Commissioner	\$25,000.00
397	Software / Hardware	Same E. Mitchell & Associates	Automated Cash Management System	Automated Cash Management System/Smart Safes Maintenance and Support Services	Tax Commissioner	Tax Commissioner	Tax Commissioner	\$20,000.00

\$43,185,928.04



Order Form

Order ID: Q-01885237

Contact your representative stefanie.spivey@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000564198
 FULTON COUNTY LAW LIBRARY
 JUSTICE CENTER TOWER
 185 CENTRAL AVE SW STE T7000 # 7000
 ATLANTA GA 30303-3675 US

“Customer”

Shipping Address

Account #: 1000564198
 FULTON COUNTY LAW LIBRARY
 JUSTICE CENTER TOWER
 185 CENTRAL AVE SW STE T7000 #
 7000
 ATLANTA GA 30303-3675 US

Billing Address

Account #: 1000564198
 FULTON COUNTY LAW LIBRARY
 JUSTICE CENTER TOWER
 185 CENTRAL AVE SW STE T7000 # 7000
 ATLANTA, GA 30303-3675
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,588.03	60

Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.


- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-01885237

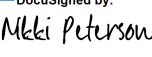
<p>DocuSigned by:  <small>14E1B4AA0FB944A...</small></p> <p style="text-align: center;">Signature of Authorized Representative for order</p> <hr/> <p>Robb Pitts</p> <hr/> <p>Printed Name</p>	<p style="text-align: center;">Chairman, Board of Commissioners</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">01/27/2022</p> <hr/> <p style="text-align: center;">Date</p>
---	--


This Order Form will expire and will not be accepted after 1/27/2022.

This item was approved by the Fulton County Board of Commissioners:

BOC Meeting Date:1/19/2022

Agenda Item #:2022-0050

DocuSigned by:

8D255A048C5A467...

 THOMSON REUTERS™	Attachment	Order ID: Q-01885237
	Contact your representative stefanie.spivey@thomsonreuters.com with any questions. Thank you.	

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000564198

Order Confirmation Contact (#28)

Contact Name: Ashley, Jeannie
Email: jeannie.ashley@fultoncountyga.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000564198	FULTON COUNTY LAW LIBRARY	185 CENTRAL AVE SW STE T7000 # 7000 ATLANTA GA 30303-3675 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
8	Attorneys	42077751	Gvt - National Primary Core
8	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
8	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
8	Attorneys	41933492	Practical Law, Enterprise access, Government
8	Attorneys	41994565	Gvt - National Reporter Images For Government (Westlaw PRO™)
8	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)
8	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)
8	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Jeannie	Ashley	jeannie.ashley@fultoncountyga.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
41985649	Gvt - Related Documents For Government (Westlaw PRO™)
41933493	Practical Law, Enterprise access, Government
41933477	Westlaw Litigation Collection, Enterprise access, Government
42077754	Westlaw All Analytical, Enterprise access, Government

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	\$2,588.03	2.00%	\$2639.79	2.00%	\$2692.59	2.00%	\$2746.44	2.00%	\$2801.37

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

**Order Form****Order ID: Q-01837202**

Contact your representative stefanie.spivey@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1003333582
 FULTON COUNTY LAW LIBRARY
 PATRON ACCESS
 185 CENTRAL AVE SW STE T7000 # 7000
 ATLANTA GA 30303-3675 US

"Customer"

Shipping Address

Account #: 1003333582
 FULTON COUNTY LAW LIBRARY
 PATRON ACCESS
 185 CENTRAL AVE SW STE T7000 #
 7000
 ATLANTA GA 30303-3675 US

Billing Address

Account #: 1003333582
 FULTON COUNTY LAW LIBRARY
 PATRON ACCESS
 185 CENTRAL AVE SW STE T7000 # 7000
 ATLANTA, GA 30303-3675
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$6,682.84	60

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering

document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-01837202

Signature of Authorized Representative for order	Title
Printed Name	Date


This Order Form will expire and will not be accepted after 1/27/2022.

This item was approved by the Fulton County Board of Commissioners:

BOC Date: 1/19/2022 Agenda Item: 22-0050

DocuSigned by:

 8D255A048C5A467...

 THOMSON REUTERS™	Attachment	Order ID: Q-01837202
Contact your representative stefanie.spivey@thomsonreuters.com with any questions. Thank you.		

Payment, Shipping, and Contact Information

Payment Method:

 Payment Method: Bill to Account
 Account Number: 1003333582

Order Confirmation Contact (#28)

 Contact Name: Ashley, Jeannie
 Email: jeannie.ashley@fultoncountyga.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

 Contact Name Jeannie Ashley
 Email jeannie.ashley@fultoncountyga.gov

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003333582	FULTON COUNTY LAW LIBRARY	185 CENTRAL AVE SW STE T7000 # 7000 ATLANTA GA 30303-3675 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
18	Seats	42115621	Pat Acc - National Core for Patron Access
18	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)
18	Seats	42115623	Pat Acc - Litigation for Patron Access
18	Seats	42115619	Pat Acc - National Reporter Images for Patron Access

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Jeannie	Ashley	jeannie.ashley@fultoncountyga.gov	EML PSWD CONTACT
Jeannie	Ashley	jeannie.ashley@fultoncountyga.gov	PATRON ACC TECH CONT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.000.000.000					

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42115624	Pat Acc - Litigation for Patron Access
42115636	Pat Acc - Analytical Plus for Patron Access
42115622	Pat Acc - National Core for Patron Access

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	\$6,682.84	2.00%	\$6816.50	2.00%	\$6952.83	2.00%	\$7091.89	2.00%	\$7233.73

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

**MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT
(Software as a Service)**

between

ICON SOFTWARE

("Licensor")

having its principal place of business at:

3453 Lawrenceville-Suwanee Rd. Suite A

Suwanee, GA 30024

and

FULTON COUNTY GEORGIA

("Customer")

having its principal address at:

136 Pryor Street, S.W.,

Atlanta, Georgia 30303

This **Master Software Subscription and Services Agreement** (the "**Agreement**") is dated effective as of January 1, 2022 through December 31, 2022 between Customer and Licensor. Customer and Licensor may each be referred to individually as a "**Party**" and together as the "**Parties**." The Schedules to this Agreement (Schedules A-D) are attached and incorporated by reference.

1. Definitions. The following definitions shall apply in this Agreement:

- a. *Deliverables* – those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Licensor ("Licensor Deliverables") or Deliverables required from Customer ("Customer Deliverables").
- b. *Documentation* – the written description of the functions and use of the Software.
- c. *Error* – (1) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or, (2) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.
- d. *Functional Specifications* – the functions and/or criteria for the Software described as documentation related to the Software or as described in the Schedules.
- e. *Intellectual Property* – all interests of any kind including: (1) trade secrets, (2) copyrights, (3) derivatives, (4) documentation, (5) patents, (6) the Software, (7) technical information, (8) technology, and (9) any and all proprietary rights relating to any of the foregoing.
- f. *Customer Data* – all data of Customer, whether proprietary or non-proprietary to Customer, converted for use with the Licensor Deliverables. The services provided to Customer under this Agreement includes the hosting and operation of the Software at a third-party hosting facility that meets and maintains industry standard certifications for the privacy and security of Customer Data.
- g. *New Product* - Any change or addition to Software and/or related documentation that: (1) has a value or utility separate from the use of the Software and documentation; (2) may be priced and offered separately from the Software and documentation; and, (3) is not made available to Licensor's subscription customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Licensor shall be final, binding, and conclusive.
- h. *Statement of Work* – the attached Schedule B that provides the written description and specifications for the services to be provided by Licensor to Customer, including the Deliverables and milestone, delivery, and acceptance schedules.
- i. *Software* – the Licensor software and any Third-Party Software supplied by Licensor pursuant to this Agreement as described in the attached Schedule A. The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Licensor of the additional fees and under additional terms and conditions, if required by Licensor.
- j. *Software Acceptance Date* – the date of acceptance of the Licensor Deliverables by Customer as described in this Agreement or the date that Customer uses the Software in a live environment, whichever is sooner.
- k. *Taxes* – all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed.

- . *Test Validation Criteria* – the acceptance criteria for the Licensor Deliverables, including, without limitation, the Software, set forth in the Statement of Work.
- a. *Warranty Period* – the thirty (30) day period commencing on the installation of the Software

2. Contract Documents. Customer hereby engages Licensor, and Licensor hereby agrees to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Schedule A: Description of Software and Scope of Authorized Use;
- III. Schedule B: Statement of Work;
- IV. Schedule C: Pricing and Payment Schedule Service Fees; and
- V. Schedule D: Service Level Agreement.

The foregoing documents constitute the entire Agreement of the Parties and is intended as a complete and exclusive statement of promises, representations, discussions, and agreements, oral or otherwise, that have been made in connection therewith. No modifications or amendments to this Agreement shall be binding upon the Parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the Customer's and the Licensor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the contract documents shall be in conflict with any other portion, the various documents comprising the contract documents shall govern in the following order of precedence: 1) the Agreement, 2) change orders, and 3) the exhibits.

3. Subscription License.

- a. *License.* Licensor grants the Customer a license to access and use the Licensor Software and Licensor Deliverables described in the attached Schedule A during the Term of this Agreement and in accordance with the terms and conditions of this Agreement. As part of the subscription by Customer, Licensor will perform the services described in this Agreement.
- b. *Scope of License Limited.* The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the Field of Use described in the attached Schedule A. No title or ownership in the Software or documentation is transferred to Customer. Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Licensor in advance and in writing. Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation. Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.
- c. *Additional Software.* Customer may subscribe to additional Software hereunder by execution of a subsequent schedule.
- d. *Restrictions.* Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Licensor Intellectual Property notices. Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.
- e. *Installation at Data Center.* The Software will be installed (hosted) at and operated from a third-party data center. The data center will meet industry standard certifications or processes for data security.

4. Fees, Installation Charges, and Taxes.

- a. *Subscription Fees.* The subscription fees for the use of the Software are set forth on the attached Schedule C. Subsequent orders shall be at the fees in effect at the time of receipt by Licensor of any applicable subsequent schedule that identifies additional software to be included under this Agreement executed by Customer and Licensor. Fees resulting from the provision by Licensor to Customer of Third-Party Software are passed through by Licensor to Customer, and, in that context, such fees payable by Customer shall increase, and such increase shall be payable, as and to the extent of any such fee increases payable by Licensor.

- b. *Configuration, Installation and Services Fees.* Customer shall also pay for configuration and installation of Software and any other services required under that Agreement or requested by Customer as described in this Agreement at the then prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.
- c. *Taxes.* The Licensor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Licensor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Licensor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the Customer at all reasonable times for inspection and copying. The Licensor shall apply for any and all tax exemptions which may be applicable and shall timely request from the Customer such documents and information as may be necessary to obtain such tax exemptions. The Customer shall have no liability to the Licensor for payment of any tax from which it is exempt.

5. Delivery and Acceptance.

- a. *Delivery.* Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including the delivery schedule specified therein. Customer shall pay or reimburse Licensor for all costs of shipping Software to Customer, including freight, insurance, and special packaging charges, if any. The carrier, method of shipment, and other matters relating to shipment shall be determined by Licensor. Customer is responsible for movement into or within Customer's premises, site preparation per Licensor requirements, and other site expenses required for installation.
- b. *Testing.* Testing of Licensor Deliverables shall be completed by Customer in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Customer.
- c. *Installation.* Within thirty (30) days following completion of testing of the Licensor Deliverables, Licensor shall install the Licensor Deliverables at the hosting facility for acceptance testing.
- d. *Acceptance.* Within ten (10) days following completion of installation, Customer shall either: (i) accept the Licensor Deliverables in writing; or, (ii) reject the Licensor Deliverables and provide Licensor with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Licensor will correct any Error and redeliver the Licensor Deliverables to Customer within thirty (30) days following receipt of the statement of Errors. Customer shall, within ten (10) days following such redelivery, accept or reject the redelivered Licensor Deliverables in accordance with the procedures set forth herein. Failure by Customer to provide a statement of acceptance or Errors within either of the ten (10) day periods specified herein shall be deemed to be acceptance by Customer of the Licensor Deliverables.

6. Payment.

- a. *Fees for Initial Subscription Services.* Payment of Software subscription fees, installation fees, and other fees on the initial Schedule C attached will be made in installments as follows:
 - (i) Seventy percent (70%) of such subscription fees for all modules, as indicated on the attached Schedule C, is due at the time Customer signs this Agreement.
 - (ii) Thirty percent (30%) of such subscription fees is due upon the Software Acceptance Date for each individual module of Software as described in the attached Schedule C.
 - (iii) Fees for installation of the Software including data conversion, system implementation, training, and forms generation, as indicated on the attached Schedule C, will be billed monthly as incurred and are payable within thirty (30) days following invoice by Licensor. Payments for all Third-Party Software provided by Licensor as described in the attached Schedule C shall be payable at least thirty (30) days prior to due date for payment by Licensor to Licensor's provider.
 - (iv) The per-unit pricing during any renewal term may increase by up to eight percent (8%) above the applicable pricing in the prior term, unless Licensor provides Customer notice of different pricing at least eight (8) months prior to the applicable renewal term. Except as expressly provided in the applicable Statement of Work, renewal of promotional or one-time priced subscriptions will be at Licensor's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Software or service(s) has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

- (v) If any Third-Party Software is obtained directly from Licensor, Customer will pay Licensor fifty (50%) percent of all fees at the time Customer signs this agreement, twenty-five (25%) percent of fees after products are installed at Customer's facility and twenty five (25%) percent upon Customers use of the Third-Party Software or the date of Acceptance, whichever comes first. These fees, if applicable, shall be detailed in Schedule C.

- b. *Fees for Subsequent Software Subscription.* Payment of subscription fees, installation fees, and other fees to Licensor on any subsequent schedule shall be made as specified in such subsequent schedule.
- c. *End of Life Upgrade Path.* If at any point in the future, and at Licensor's sole discretion, the Software is deemed to be a non-viable product, Licensor will provide a minimum of twelve (12) months' notice prior to Software end of life. During this period, all maintenance and support services will remain as stated in this Agreement. Pursuant to §5(b) above, Customer will, at their request, be moved to an equivalent software with no greater than a one hundred percent (100%) increase in annual recurring fees.
- d. *Ancillary Charges and Out of Pocket Expenses.* All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Licensor (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Licensor.
- e. *Failure of Payment.* In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided, however*, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this §5(e).

7. Warranty, Exclusions, and Disclaimer.

- a. *Software Warranty.* Licensor warrants that the Software shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Licensor's sole obligation and responsibility to Customer under the foregoing warranty is to remedy, at no cost to Customer, any such Error reported to Licensor during the Warranty Period. Notwithstanding the foregoing or any other term or provision of this Agreement, with respect to Third Party Software provided by Licensor hereunder, Licensor makes no warranties, but shall, to the extent legally permitted, pass through to Customer all warranties provided by the original licensor/manufacturer.
- b. *Software Warranty Exclusions.* The foregoing warranties do not apply to any of the following:
 - (i) Damage arising from any cause beyond Licensor's reasonable control, including, without limitation, damage due to the improper operation or use of Software by Customer, abuse, or misuse of Software other than as designed or intended, malfunctions caused by alteration or tampering, or any reason specified in §15 (Excusable Delays) of this Agreement.
 - (ii) Damage resulting from movement of Software after its initial installation.
 - () Malfunction or breakdown of Software due to attachment to, or addition or use of, software not supplied by Licensor with the Software, or as a result of attachment of the Software to hardware or software by anyone other than Licensor, or as a result of hardware associated problems.
 - (iii) Damage, malfunction, or breakdown of Software due to improper operating environment, including, without limitation, temperature, humidity, dust, or static charge.
 - (iv) Destruction or damage, in whole or in part, of Software by any Person other than Licensor.
- c. **SOFTWARE WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS §6 OF THIS AGREEMENT, Licensor DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS."

8. Functional Specifications. Customer understands that such Functional Specifications shall be defined in accordance with Licensor standard applications and that any application and/or communication and/or functions not currently supported by Licensor shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Licensor.

9. Training. Licensor shall provide training in the operation and maintenance of the Software. The number of training days is described in attached Schedule B. Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Licensor's then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Licensor's facilities.

10. Third Party Software Licenses. Customer shall execute all documents reasonably requested by Licensor and will abide by all reasonable requirements with respect to all Third Party Software licensed or sublicensed by Licensor to Customer under this Agreement, or necessary to the performance of the Software hereunder in accordance with the Functional Specifications, and Customer agrees to maintain in effect all required licenses and approvals of all applicable third Persons.

11. Restrictions Upon Disclosure of Confidential Information.

- a. *Protection.* Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this §10, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.
- b. *Limited Disclosure.* Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.
- c. *Ownership.* All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

12. Intellectual Property Indemnity.

- a. *Indemnification of Intellectual Property Infringement Claims.* In the event of any actual or threatened claims by a third party that the Licensor Deliverables infringe upon any Intellectual Property of such third party, Licensor will indemnify Customer with respect to such claims. Customer shall immediately notify Licensor of any such claim. The foregoing indemnity shall be ineffective if any of the Licensor Software has been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any Person other than Licensor). Licensor will have no liability or obligation under this §11 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software with any component other than Licensor Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any derivative of any Licensor Intellectual Property created by any person other than Licensor. Licensor shall have sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Licensor with all reasonable assistance in the defense of the same.

- b. *Remedy.* In the event of a third party claim that the Licensor Deliverables infringe the intellectual property rights of a third party, Licensor shall have the right, as Customer's sole and exclusive remedy against Licensor, at Licensor's sole election, to: (i) modify the allegedly infringing Licensor Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Licensor.

13. Rights in Software, Data and Materials.

- a. *Licensor Ownership.* As between Licensor and Customer, Licensor shall be the sole owner of all right, title, and interest in and to the Software, all Licensor Deliverables, documentation, and all copies or derivatives created by either Party, exclusive only of the Customer Materials. Customer hereby irrevocably grants, transfers, and assigns to Licensor, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, along with the good will of the business appurtenant to the use of any of the same. Customer further hereby irrevocably transfers and assigns to Licensor any and all moral rights Customer may have in and to such Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Licensor, execute all documentation necessary to formally transfer such rights to Licensor. Customer shall promptly notify Licensor in writing if it becomes aware of any violation, infringement, or unfair competition related to the Licensor Intellectual Property.
- b. *Customer Ownership.* As between Licensor and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials. Licensor hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Licensor may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials. Licensor further hereby irrevocably transfers and assigns to Customer any and all moral rights Licensor may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Licensor shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer.

14. Support and Maintenance Services

- a. *Scope and Definitions.* Licensor shall provide maintenance and support services necessary to ensure that the Software and Licensor Deliverables operate in conformity with Functional Specifications and the documentation. The following terms shall apply to this section.
- (i) Critical Defect – an Error in the Software and Licensor Deliverables or documentation which renders the Software and Licensor Deliverables unable to perform a Functional Specification and for which a workaround is not available.
 - (ii) Non-Critical Defect – a defect in the Software and Licensor Deliverables or documentation that materially impacts the operation of the Software and for which a workaround is not available.
 - (iii) Telephone Support – the provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Licensor Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Licensor about defects or problems. It is not a substitute for training of personnel by Customer.
 - (iv) Basic Maintenance Period. The Basic Maintenance Period commences on Monday and continues through Friday of each week (8 a.m. to 7 p.m., Eastern Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.
- b. *Covered Maintenance.*
- (i) General. Maintenance services and Telephone Support will be performed by Licensor during the Basic Maintenance Period. Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software and Licensor Deliverables.
 - (ii) Upgrades. Customer will receive all updated, patches and enhancements to the Software and Licensor Deliverables (except any New Product), including all related update releases and associated documentation.

- (iii) Online Support and Telephone. Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense.
- (iv) Exclusions. Maintenance Services do not include maintenance required by: (a) operator error or improper operation or use of the Software and Licensor Deliverables by Customer; (b) modifications, repairs, or additions to the Software and Licensor Deliverables performed by persons other than Licensor, or damage to Software and Licensor Deliverables by Customer's employees or third persons, training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Licensor's then current billable call maintenance rates in effect.
- (v) Response Times. Licensor will use its commercially reasonable efforts to respond within four (4) hours (but only during the Basic Maintenance Period) of notice from Customer of the need for maintenance services or notice of a request for Online Support or Telephone Support. Any such notice from Customer shall, to the extent possible, identify all Critical Defects, and, in connection with the provision of any maintenance service, Online Support, and/or Telephone Support, Customer shall, at its own expense, provide its full good faith support and cooperation with Licensor's efforts at resolution. Non-Critical Defects will be corrected as soon as practicable or in a following update or release.
- (vi) Billable Call Maintenance. Any maintenance service or related service or training other than Covered Maintenance Services will be charged at Licensor's then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Licensor.

15. Subscription Termination or Expiration.

- a. The term of this Agreement will commence on January 1, 2022 and will continue through and including December 31, 2022. This renewal constitutes the final renewal options available per the original contract.
- b. Licensor may terminate Customer's subscription to the Licensor Deliverables if Customer commits any material breach of the terms and conditions of this Agreement, including non-payment of any fees due to Licensor, if Customer does not cure any such default within ten (10) days after notice is given to Customer.
- c. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) days after receipt of the terminating Party's written notice of default concerning the same.
- d. Notwithstanding any other provisions specified herein, the Customer may terminate this Agreement for its convenience at any time by a written notice to Licensor. If the Agreement is terminated for convenience by the Customer, as provided in this section, Licensor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Licensor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. If, after termination, it is determined that the Licensor 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.
- e. Upon termination under this clause or expiration of the Agreement term, Customer shall discontinue all use of the Software and Licensor Deliverables and shall immediately return to Licensor all copies of the Software and Licensor Deliverables and all other materials which contain any Confidential Information of Licensor in Customer's possession or control. Customer shall also permanently delete all copies of all such items residing in Customer's on or offline computer memory. Licensor shall be entitled to enter into any location controlled by Customer to repossess and remove all Software, Licensor Deliverables, documentation and any other Confidential Information of Licensor, and/or to deactivate and remove any Software from Customer's systems. Customer shall, within five (5) days following the effective date of termination or expiration of Customer's subscription, certify in writing to Licensor, by an executive officer of Customer, that all copies of the Software, Licensor Deliverables and all documentation and any other materials required to be returned to Licensor or to be deleted have been returned or deleted as appropriate.

f. *Customer Data Portability and Deletion.* Upon request by Customer made within 30 days after the effective date of termination of a Statement of Work, Licensor will make Customer Data available to Customer. After such 30 - day period, Licensor will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in Licensor systems or otherwise in Licensor possession or control, unless legally prohibited.

16. Excusable Delays. Notwithstanding any other term or provision of this Agreement, Licensor shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Licensor, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

17. Limitation of Liability. IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO Licensor DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

18. Limitation on Damages. Licensor SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LICENSOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

19. Allocation of Risks. CUSTOMER UNDERSTANDS AND AGREEMENTS THAT THE FEES CHARGED BY Licensor SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

0. Miscellaneous Provisions.

- a. *Binding upon Successors and Assigns.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.
- b. *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.
- c. *Entire Agreement.* This Agreement, together with the schedules, constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.
- d. *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.
- e. *Notices.* Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section.

f. Choice of Law; Construction of Agreement. This Agreement will be construed under the laws of the State of Georgia, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

g. Further Assurances; Cooperation. Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.

h. Non-Solicitation. For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Licensor who has been directly or indirectly involved in the development, licensing, installation, or support of any Licensor software product.

i. Independent Contractor Status. It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Licensor shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Licensor.

j. No Third-Party Beneficiary Rights. No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

k. Survival. The provisions of Sections 10, 11, 12 and 15 through 19 shall survive the expiration or termination of this Agreement.

l. Fees and Costs. In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.

m. Cooperative Procurement: This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Licensor reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

ICON SOFTWARE CORP

By: DocuSigned by: Marty Hahn
Name: Marty Hahn
Title: President
Date: 01/26/2022

FULTON COUNTY, GEORGIA

By: DocuSigned by: Robert L. Pitts 01/27/2022
Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

By: DocuSigned by: Tonya Grier 01/28/2022
Tonya Grier
Clerk of the Commission
(Affix County Seal)



APPROVED AS TO FORM:

By: DocuSigned by: Francesca Black 01/27/2022
Office of the County Attorney

APPROVED AS TO CONTENT:

By: DocuSigned by: David Summerlin 01/26/2022
David Summerlin
Superior Court Administrator

The item was approved by the Fulton County Board of Commissioners:

BOC Agenda Date: 1/19/2022

BOC Item #: 2022-0050

DocuSigned by: Meki Peterson 01/27/2022

Schedule A

Description of Software and Scope of Authorized Use

Authorized Field of Use By Customer: Fulton County Courts, Georgia.

Description of Software:

JURY360 is a browser-based jury management system with built in functionality designed to increase efficiency for court users and decrease reliance on manual paper workflows.

The following functionality is included:

JURY360 Features:

- Maintenance and Revision of the Jury database
- Selection of Jury Pools
- Print Summons, Questionnaires, Notices, Letters, and other documents
- Dashboard technology for Jury managers
- Tabbed browsing allows a user to open multiple concurrent tasks.
- Role based security and detailed audit features.
- Process attendance, panels, no shows
- Defer, Transfer, Impanel, or Excuse Jurors
- Schedule events, Alerts and Workflows.
- Bar code and QR code processing of Jurors at check in, moving to and from courtroom and jury assembly room, mail processing, etc.
- Custom reports and queries.
- Courtroom event processing and visual voir dire
- Custom Jury Summons and Questionnaires
- Financial Accounting – receive payments, reconcile accounts, pay bills, print checks, detailed financial statements, audit reports, and pay jurors using various funding options.

eJuror Portal

- Update Juror Information
- Online requests for deferral or excusal
- Self-service jury service letter
- Submit electronic questionnaire
- Check service status
- Text, IVR, and email access and notifications

Hosted JURY:

Using hosted private cloud and hyperscale cloud connectivity, JURY360 is provided in a flexible and advanced VMware infrastructure. JURY360 can be scaled for any size court and customer needs without disruption of services.

Private Cloud features and benefits include:

- High performance flash storage
- Proactive monitoring
- Support of network 24/7/365
- Reduced hardware failure risks
- Eliminate security risks and provide regulatory compliance
- Hyperscale cloud connectivity options with AWS, Google cloud, Azure, and more

Backup Processes:

Application servers utilize load balancing algorithms of Round Robin where clients are distributed in rotation and IP Hash combines the source and destination IP to generate a hash key which can be regenerated if a session is broken and redirect the client to the same server session.

SQL servers are in a high-availability cluster so that your data is always available, and load balanced even during scheduled monthly server updates and patching. Additionally, production SQL servers utilize log shipping which occurs every hour off-site to create restore points and limit data loss.

MyVault – MyVault is an appliance that provides backup services. We have installed a MyVault appliance in the Flexential data center that is cross connected to our cloud. Your data, documents, and images are fully backed up using this appliance and copied off-site using this service. This also provides a near offline copy of all data daily.

Recovery Cloud – Disaster Recovery

Features of disaster recovery include:

- 24/7 support and guided disaster declaration
- Disaster Recovery centers strategically located
- Recovery Point Object is near real-time replication with average RPO of less than 9 seconds since the last checkpoint was written to the journal.
- Recovery Time Objective is less than 4 hours.
- Recovery journals provide point-in-time recovery up to 30 days
- Improves security and recovery capabilities against malicious attacks including ransomware
- Our co-location for disaster recovery failover is in Louisville, KY.

Schedule B
Statement of Work

Licensors will be renewing support and maintenance of the JURY360 Jury Management System as a hosted installation.

Schedule C
Pricing and Payment Schedule
Service Fees

JURY360 Software			
Description	Units	Unit Rate Amount	
JURY360 SaaS - Hosted By Icon	Monthly rate billed annually	\$2,500	\$30,000
<p>Includes: High Availability Hosting and Replication Version Upgrades and enhancements Maintenance and Support</p> <p>Up to 50 GB's storage and database size* <i>(additional storage: \$100 per 50GB per month)</i></p>			

*Customer will be required to purchase additional storage as priced above once current data storage reaches eighty percent (80%) capacity.

Additional Services			
Description	Units	Unit Rate	Amount
IVR			
Interactive Voice Response system for access by summoned jurors	Included	\$0	\$0
Email			
Email notifications, communication between the court and jurors, and access by summonsed jurors. Receive Emails from jurors directly into Jury360	Included	\$0	\$0
Text			
Text notifications, communication between the court and jurors, and access by summonsed jurors	Included	\$0	\$0
Video (additional service feature)			
Video communication between the court and jurors, and access by summonsed jurors and court.	TBD	TBD	TBD
Custom Programming			
• Custom Programming outside of Scope of RFP	Hours TBD	\$250	TBD
Summons Printing and Mailing Service			
• Summons printing and mailing services	Per Summons	\$0.87	TBD

• Additional summons inserts Color	Per Summons	\$0.06	TBD
• Additional summons inserts B & W	Per Summons	\$0.05	TBD
Integrations			
• Integrated Payments	<i>Included</i>		<i>Included</i>
Reports, Forms, Custom Summons or Questionnaires			
• Additional Reports & Forms Development (8 hours each)	Hours TBD	\$225	TBD
Total Estimated Services			TBD

**Travel Costs	
Meals and Incidental	Local GSA Per Diem Rates
Lodging	Actual Charges
Transportation- Rental Car	Actual Charges (<i>midsize vehicle</i>)
Transportation – Air Travel	Actual Charges (<i>Coach Fare</i>)
Transportation – mileage	Privately owned vehicle mileage reimbursement per GSA.
Transportation – Taxi, Parking, or other	Actual Charges

Payments	
Description	Rate per transaction

Schedule D Service Level Agreement

1. DESCRIPTION OF SERVICES

1.1. *Support Services*

1.1.1. During the term of this Agreement, Licensor will provide the services described herein so as to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in the Schedule.

1.1.2. Licensor will make available to Customer a telephone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm EST, Monday through Friday, excluding legal holidays. This service telephone line can also be used to notify Licensor of problems associated with the Software and related documentation.

1.2. *Remedial Support*

Upon receipt by Licensor of notice from Customer through the Licensor Support Center of an error, defect, malfunction or nonconformity in the Software, Licensor shall respond as provided below:

1.2.1. **Critical Defect:**

Response: Licensor will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Defect problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) business hours and an emergency software fix or an acceptable work-around will be provided within eight (8) business hours. Licensor will continue to provide best efforts to resolve Critical Defects and will provide problem resolution within five (5) business days of the reported issue.

1.2.2. **Non-Critical Defect:**

Response: Licensor will provide a response by a qualified member of its staff to begin to diagnose and to correct a Non-Critical Defect problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) business hours and an emergency software fix or an acceptable work-around will be provided within five (5) business days.

1.2.3. **Feature Request:**

Definition: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Licensor.

Response: Licensor will provide, as agreed by the parties via Change Order, a resolution for Feature Requests in future software releases.

1.3. *Services*

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

1.3.1. Bug fixes;

1.3.2. Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;

1.3.3. Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor; and

1.3.4. Performance enhancements to Software.

1.3.5. Updates do not include:

- a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
- b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

Updates will be provided in machine-readable format and updates to related documentation will be provided in soft copy form. All such deliveries shall be made available to Customer at a specific Licensor FTP location. Duplication, distribution and installation of Updates are the responsibility of Customer. If requested prior to 5:00pm on the current business day, Licensor will provide assistance for the installation of Updates on the next business day.

Licensor will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, Licensor shall have no further responsibility for supporting and maintaining the prior releases.

Licensor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software if Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Software and were made without prior notification and written approval by Licensor. Licensor assumes no responsibility for the operation or performance of any Customer-written or third-party application.

1.4. *Services Not Included*

Services do not include any of the following: (i) custom programming services; (ii) support of any software that is not Software; (iii) training; (iv) out-of-pocket and reasonable expenses, including hardware and related supplies.

2. SERVICE LEVEL AGREEMENT MANAGERS

- 2.1. Licensor and Customer will each appoint an appropriate person for ongoing development and management of the Agreement. SLA Manager responsibilities are as follows:
 - 2.1.1. Serve as the point of contact for problems or concerns related to the SLA itself and the delivery of services described in the SLA.
 - 2.1.2. Maintain ongoing contact with the other party's SLA Manager.
 - 2.1.3. Serving as the primary point of contact in the escalation process.
 - 2.1.4. Coordinating and implementing modifications to service delivery and to the SLA Schedule.
 - 2.1.5. Periodically assessing the effectiveness of mechanisms selected for service tracking and reporting.
 - 2.1.6. Planning and coordinating service reviews.
 - 2.1.7. Facilitating and participating in conflict resolution processes regarding service effectiveness
 - 2.1.8. Assessing and reporting on how the Licensor and Customer can further strengthen their working relationship.

3. LOCATIONS

- 3.1. *Customer Provided Network Location(s)*

Address: 185 Central Avenue, S.W.
Suite T-7000
Atlanta, Georgia 30303

Licensor Location

Primary hosting facility: Flexential – Atlanta, Georgia (Norcross)

Backup hosting facility: Flexential – Louisville, Kentucky (East)

Designated site, username, and password are provided separately for security.

4. RESPONSIBILITIES

4.1. *Customer Responsibilities*

- 4.1.1. Properly stage all Equipment in the Production and Testing environments at the Customer Provided Network Location(s) specified in Schedule D §3.1.
- 4.1.2. Arrange for all labor, tools, and test equipment necessary to completely install and test the Equipment at the Customer Provided Network Location(s) specified in Schedule D §3.1.
- 4.1.3. Provide Licensor with a Customer contact list including names, cell and office phone numbers and pager numbers if available of key contacts for the routine service and emergency repair of the Equipment at the Customer Provided Network Location(s) specified in Schedule D §3.1.
- 4.1.4. Make necessary arrangements to work cooperatively with Licensor in the isolation of troubles at the Customer Provided Network Location(s) specified in Schedule D §3.1.
- 4.1.5. Bear all costs associated with third party vendor efforts in disaster recovery of the Equipment and Covered Software at the Customer Provided Network Location(s) specified in Schedule D §3.1.
- 4.1.6. Provide Licensor with any necessary agency authorization, such as access badges, as may be required for Licensor to fulfill its obligations under this Service Level Agreement Schedule.
- 4.1.7. Report all troubles with the Software as outlined in Schedule D §1.
- 4.1.8. Request assistance from the Licensor with “First Level Services”.
- 4.1.9. Customer will be responsible for all hardware, including but not limited to, workstations, servers, IVR equipment, printers, and scanners. Customer will run any Licensor supplied MSI to install any necessary files on a workstation or server that are required to use the Software.

4.2. *Licensor Responsibilities*

- 4.2.1. Licensor will provide a central telephone number and email address to be used by Customer to report all troubles, schedule visits, request service, and to request Licensor Technical Support as outlined in §1 and §2 of this Schedule.
- 4.2.2. Licensor will provide Customer with an MSI when necessary that will allow Customer the ability to install any necessary files on a workstation that are required to use the Software.
- 4.2.3. Licensor will provide Customer with updates and patches for any defect or enhancement made to the Covered Software even if the defect or enhancement was not reported by Customer.
- 4.2.4. Licensor will perform “First Level Services” on the {County} Test Environment and the {County} Production Environment for Covered Software for the Customer or the Customer’s designated vendor at the Customer Provided Network Location(s) specified in Schedule D §3.1.
- 4.2.5. Licensor performed “First Level Services” on the Covered Software is defined as follows:
 - 4.2.5.1. Execute approved SQL Scripts for updates and patches.
 - 4.2.5.2. Install updates and patches to Software.
 - 4.2.5.3. Modify IVR scripts if affected by updates and patches.
 - 4.2.5.4. Support and diagnostic services as outlined in Schedule D §1. (Description of Services).
 - 4.2.5.5. Report any Customer-side defects causing Software performance issues.



OverDrive® Digital Library Reserve Agreement ORDER FORM

Library Information	
Name of Library: Fulton County, Georgia for Fulton County Library System (collectively "Library")	
Address: One Margaret Mitchell Square	
City, State/Province, Postal Code: Atlanta, GA 30303	Country: USA
Primary Contact	
Name: Brazos Price	Title: Technical Services Administrator
Telephone:	Email: brazos.price@fultoncountyga.gov
Accounting Contact (all invoices will be emailed to the contact listed below):	
Name: Library Business Office	Title:
Telephone:	Email: BusinessOffice@fultoncountyga.gov
Bill To Address:	
City, State/Province, Postal Code:	Country:

OverDrive Content Service Plan Fee Schedule

My Library will be invoiced an **Annual Fee of \$ 12,000 (USD)**. Any payments previously made to OverDrive under previous agreements will be applied on a pro-rated basis to the Annual Fee due for the first year of DLR Service under this Agreement.

All payments due to OverDrive under this Agreement are due within thirty (30) days of presentation of invoice.

OverDrive Agreement Terms and Conditions:

The Term of this Agreement shall be from January 1, 2022 through December 31, 2022. Before the end of the Term of this Agreement at the written option of Library, this agreement may be renewed for three (3) one-year terms ("Renewal Terms"). However, no Renewal Term shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners. Said Renewal Term shall begin on January 1st and end on December 31st.

OverDrive Digital Library Reserve is licensed pursuant to the OverDrive Digital Library Reserve Access Agreement, the terms of which are attached hereto and incorporated herein. Upon the start of the Term below, this Agreement shall supersede and replace the OverDrive Digital Library Reserve Agreement Order Form previously entered into by and between the Parties on October 9, 2020.

Acknowledgement and Acceptance:

On behalf of my Library, I represent and warrant that I have the authority to enter into this Agreement and my signature below indicates my Library's agreement and acceptance of the OverDrive Digital Library Reserve Access Agreement.

By (signature) Robert L. Pitts Title Chairman
DocuSigned by: 14E1B4AA5F6A44A...
 Name (Print) Robert L. Pitts Date 02/15/2022

For OverDrive:

By (signature) Erica Lazzaro Title Executive Vice President, Publisher Services & General
DocuSigned by: 5DF276BA527A480...
 Name (Print) Erica Lazzaro Date 2/7/2022

OverDrive Digital Library Reserve Access Agreement

Fulton County Library System

This Agreement is entered into between OverDrive, Inc. and Fulton County, Georgia on behalf of the Fulton County Library System (collectively "Library").

1. Digital Library Reserve Application Services

1.1 OverDrive will create and host a Library Website for Library's use of the Application Services. OverDrive shall provide the Application Services to the Library under the terms of the Order Form and this Access Agreement (collectively referred to as the "Agreement").

1.2 OverDrive shall create an account in OverDrive's content selection platform, OverDrive Marketplace, for Library to select Digital Content to make available at the Library Website to Authorized Patrons and to access reports.

1.3 OverDrive will use commercially reasonable efforts to make the Application Services perform substantially in accordance with the terms herein. From time to time, OverDrive may make modifications or updates to the operation, performance, or functionality of the Application Services as it sees fit or as required by OverDrive's suppliers. Library may be required to complete additional forms, documents or other associated materials provided by OverDrive. Library shall use commercially reasonable efforts to complete the documents in a timely manner.

1.4 OverDrive will use commercially reasonable efforts to provide Secondary Support to Library.

1.5 OverDrive shall have sole discretion to approve any and all libraries that seek to participate in Library's DLR Service, as well as approve any other terms and conditions related to such expansion of the DLR Service to additional libraries. OverDrive shall have sole discretion to honor any prior version of an order form, participation form or related material completed by Library. OverDrive may require Library to complete an updated version of the same.

1.6 If Library seeks a modification of the Application Services or integration of the Application Services beyond those offered on the Order Form, the Parties shall cooperate to agree on the specifications for the additional services and any associated terms and conditions.

1.7 Nothing under the Agreement grants any right to Library to the use of, or access to, any Application Services source code. Library does not have the right to reproduce the Application Services, to distribute copies or versions of any modules of the Application Services to any third parties including its Authorized Patrons, or to make and/or sell variations or derivative works of the Application Services. Sole ownership of copyrights and other intellectual proprietary rights shall remain solely with OverDrive or its suppliers. OverDrive reserves the right, at its sole discretion, to display its branding, trademarks, logos, and/or third party marketing or promotional materials on the Library Website.

2. Library Website

2.1 Library shall use commercially reasonable efforts to ensure that use of the Applications Services, the Library Website and the Digital Content are in compliance with this Agreement and with permitted uses as communicated by OverDrive to Library. Library shall use commercially reasonable efforts to prevent unauthorized use of the Digital Content from OverDrive by their users and Authorized Patrons.

2.2 OverDrive grants the Library and Authorized Patrons a non-assignable, non-transferable, limited license to use the Digital Content provided by OverDrive's suppliers for personal, non-commercial use.

Authorized Patrons and/or Library may access and/or download, the Digital Content:

- (a) On Library-issued devices or computers with exclusive and individual unique user accounts;
- (b) On Library-issued devices which are circulated in accordance with the OverDrive Test Drive program;
- (c) On Authorized Patrons personal devices directly;
- (d) On shared Library computers which employ an application that restores the computer to its original configuration after use by an individual Authorized Patron (e.g. Deep Freeze, Windows SteadyState, or other similar application); and
- (e) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction.

2.3 Library shall reasonably cooperate with OverDrive to limit access to the DLR Service to end users who are Authorized Patrons. In the event Library desires to provide access to the DLR Service to users other than Authorized Patrons, OverDrive reserves the right to limit availability of certain Digital Content, as may be required by supplying publishers. Online library card applications, with or without fees, that provide access, temporary or permanent, to the DLR Service to users who do not otherwise qualify as Authorized Patrons shall not be permitted.

2.4 Library represents and warrants that it will not make any representations or create any warranties, expressed or implied, concerning the Application Services and Digital Content, and will take reasonable steps to ensure that its employees, agents, and others under its direction abide by the Agreement.

2.5 Library agrees to perform Primary Support for its Authorized Patrons, unless Library has completed the Front Line Tech Support Order Form and paid for Front Line Tech Support services. OverDrive will provide Library with training and documentation for Library's provision of Primary Support. Library will cooperate with OverDrive to implement customer support practices recommended by OverDrive, including but not limited to directing Authorized Patrons to OverDrive-supplied FAQs and support pages on its Library Website.

2.6 Library shall not access the Application Services in a manner not explicitly permitted by the Agreement, including but not limited to scraping the Library Website and/or web traffic or data to and from the Library Website, intercepting, redirecting, capturing or holding OverDrive-initiated email or other electronic communications, nor shall it allow any third party to access the Application Services in a manner as described in this paragraph.

2.7 OverDrive may employ commercially reasonable efforts to monitor and maintain the availability of its Application Services, including review of traffic for request volume levels, unusual behaviors or patterns, attempts to create a denial of service response, and/or excessive or abusive usage as determined by OverDrive, in its sole discretion.

3. Payments

3.1 Library shall make payment to OverDrive for all Application Services fees and Digital Product costs according to OverDrive within thirty (30) days from Library's receipt of valid invoice. OverDrive, in its sole discretion, may require payment by Library of any initial or outstanding invoices before OverDrive will set the DLR Service live. In the event of Library's late or non-payment of any and all amounts due to OverDrive for Application Services fees and cost of Digital Content, OverDrive may suspend access to the Application Services until such time as Library's account becomes current, or in OverDrive's sole discretion, terminate access to the Application Services.

3.2 This Agreement is a commitment of the current budgeted funds of the Library. If Library's governing body or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Library shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by Library's applicable governing body and (2) on or before sixty (60) days from OverDrive's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the OverDrive services provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached

on payment and continued provision of services is not possible, then the Agreement and all services hereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

3.3 Pursuant to Fulton County Code § 102-398, OverDrive agrees to certify to Library in writing, in a form satisfactory to Library, that all subcontractors, materialmen, suppliers and similar firms or persons involved in the performance of this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to OverDrive.

4. Term and Termination

4.1 The Term of the Agreement shall be governed by the OverDrive Digital Library Reserve Order Form between OverDrive and Library.

4.2 Either party shall have the right to terminate this Agreement as a result of a material breach of the Agreement by the other party that is not cured within thirty (30) days after written notice of such breach.

4.3 Upon termination of this Agreement, the access granted to Library by this Agreement shall be terminated immediately and Library shall make no further use of all or any part of the Application Services, or any confidential information received from OverDrive.

5. Warranties

5.1 The parties represents and warrants to that each has the necessary permissions, ownership and intellectual property rights and licenses related to performance under this Agreement.

5.2 Omitted

6. General Terms

6.1 Confidential Information. The parties acknowledge that each will receive confidential information from the other relating to the Application Services, technical and operational affairs of the other. Subject to any state and/or federal laws and regulations permitting public access to documents and information that are considered public, each party agrees that all confidential information of the other party shall be held in confidence and shall not be disclosed to any third party. Library shall not share its passwords and login credentials of Library's account in OverDrive's content selection portal with anyone, including any third party. Library shall take reasonable steps to prevent unwarranted intrusion into such information.

6.2 Taxes. Library shall at its own expense comply with all applicable laws in connection with the use of the Application Services. The payment obligations under this Agreement are exclusive of any federal, state, municipal or other governmental taxes, sales taxes, excise taxes or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing or use of the Application Services.

6.3 No Waiver. The failure of either party to exercise any right or the waiver of either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

6.4 Notice. All notices required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given, if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to OverDrive at its' current address, Attention: General Counsel or addressed to Library at the address provided on the Order Form, Attention: Primary Contact (as designated on the Order Form), or as otherwise agreed by the parties.

6.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, without securing such prior consent, either party may upon written notice to the other party assign this Agreement and its rights and obligations to any successor of such first party by way of merger, consolidation, or the acquisition of substantially all of such first party's business and relating assets. Subject to the foregoing, this Agreement shall be binding upon and inure to the

benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

6.6 Entire Agreement. The Order Form and this Access Agreement constitutes the entire Agreement and understanding of the parties and supersedes all prior and contemporaneous Agreements, understandings, negotiations and proposals, oral or written. Section headings are provided for convenience purposes only and do not provide any modifications or substantive meaning to the terms and conditions of this Agreement. OverDrive may modify the Order Form and Access Agreement from time to time, but such modifications shall not apply retrospectively and shall not alter the amount or term of this Agreement absent written approval from Library.

6.7 All Disputes Arising From the Agreement. This Agreement shall be governed by the laws of the State of Georgia, United States of America without regard to any conflict of laws principles. Any dispute regarding this Agreement or the relationship that has been established by this Agreement shall be brought in the state or federal courts residing in Fulton County, in the State of Georgia, USA, and the local laws of Georgia will apply to any such action related to the above. Both parties submit to venue and jurisdiction in these courts.

7. Definitions

As used throughout the Agreement, the following definitions shall apply:

7.1 "Application Services" or "DLR Service" shall mean the Library Website and digital content distribution service provided to Library, which utilize OverDrive® and other third party technologies and services.

7.2 "Authorized Patron(s)" shall mean those individuals who provide proof of residency, ownership of property, employment, or enrollment in school or similar institution in the Library's service area and which the Library authorizes to download and/or access Digital Content from the Library Website or otherwise utilize the Application Services.

7.3 "Digital Content" shall mean the digital titles (e.g. eBooks, audiobooks, magazines and video) made available from OverDrive at the Library Website.

7.4 "Library" shall mean the organization or entity identified in the Library Information section of the Order Form.

7.5 "Library Website" shall mean the Internet-based application hosted and operated by OverDrive that provides Authorized Patrons access to Digital Content.

7.6 "Order Form" shall mean the OverDrive Digital Library Reserve Order Form completed by the Library.

7.7 "OverDrive" shall mean: OverDrive, Inc., a Delaware Corporation, and its subsidiaries and affiliates.

7.8 "Primary Support" shall mean the services provided by Library to its Authorized Patrons for its day-to-day help, support, technical aid and other assistance for their use of the Library Website and Digital Content.

7.9 "Secondary Support" shall mean the technical support services provided by OverDrive to Library in the English language, including reasonable efforts to assist Library in providing Primary Support.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

DocuSigned by:
Tonya Grier
EFC476C4837648D

Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:
Francesca Black
AER9CE7BDC5248A

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Gayle Holloman
94183FCA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:
OVERDRIVE, INC.

DocuSigned by:
Erica Lazzaro
5DF276BA527A480...

Erica Lazzaro
EVP & General Counsel
By signing above I attest that I am an
authorized signor for the company

2022-0050

1/19/2022

ITEM#: _____	RCS: _____	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

**EXHIBIT B
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Legacy Partner shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC.

Failure on the part of the Legacy Partner to submit the Statement of Non-Discrimination, as requested, may render the Partner non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Stephanie Donaldson Executive Director

(KENT DAVIES), (President),

Name(s) Title(s)
Johns Creek Community Art Center, Inc

(hereinafter "Legacy Partner") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Legacy Partner shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Legacy Partner to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Legacy Partner, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

<p>DocuSigned by: <i>Stephanie Donaldson</i></p> <p>7826467846E94D1...</p>	<p>DocuSigned by: <i>KENT DAVIES</i></p> <p>49AF9C5677E543D...</p>
--	--

02/25/2022 02/28/2022

Signature of Authorized Official

Date

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

FULTON COUNTY, GEORGIA

[CONTRACTOR] Johns Creek Community Arts

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners


DocuSigned by:
Stephanie Donaldson Executive Director
7825467846E84D1...
Authorized Signature
Please select Attest or Notary from the checkbox.

ATTEST:

ATTEST: Attest
 Notary

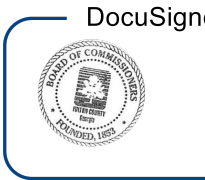
DocuSigned by:
Tonya Grier
EEC478C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by:
KENT DAVIES Kent Davies
49AF9C5677E543D...
Second Authorized Signature

Affix Corporate Seal 
ATTEST:

(Affix County Seal)
DocuSigned by:

Notary Public
County: _____
Commission Expires: _____
(Affix Seal)



APPROVED AS TO FORM:

DocuSigned by:
Cheryl Ringer
9C2373DFD63B4FA...
Office of the County Attorney

BOC ITEM: 22-0050
APPROVED January 19, 2022
Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.”

APPROVED AS TO CONTENT:

DocuSigned by:
David Manuel
E41CE12C05E74A9...
Director, Fulton County Art Department

Please select RCS or RM from the checkbox RCS
 RM

ITEM#: <u>2022-0050</u> RCS: <u>1/19/2022</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

**CONTRACT FOR SERVICE AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA AND
*Johns Creek Arts Center***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2022, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Johns Creek Arts Center**, (hereinafter referred to as "Legacy Partner"), authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

WHEREAS the Legacy Partner is a non-profit, tax exempt 501 (c) (3) organization that has a mission to connect people the arts and related services being funded under this Contract: and

WHEREAS, the Board of Commissioners, through the approval of the County's budget for 2022 authorized and designated \$200,000.00 to the Legacy Partner to provide arts and related services for the citizens of Fulton County; and

NOW, THEREFORE, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Partner shall not be construed to exceed those services specifically set forth herein. The Partner agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). The Partner agrees to comply with the terms of this contract for services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Legacy Partner Award:

To present the 2022 programing season and to provide expanded operational resources for programs and activities related to Fulton County.

II. INDEPENDENT CONTRACTOR

The Partner agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Legacy Partner. Under no circumstances shall the Legacy Partner, its directors, officers, employees, agents, partners, successors, subcontractors, or assignees be deemed employees, agents, partners, successors, subcontractors, assignees, or legal representatives of the County. The Legacy Partner acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Legacy Partner, and if all conditions and requirements are met, the County agrees to pay the Partner the total sum, not to exceed, **Two Hundred Thousand Dollars (\$200,000)** from funds approved and allocated to FCAC's fiscal budgets for 2022. Payment of the contract amount is subject to budget appropriations for 2022 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Legacy Partner exceed the amount specified herein.

A. Payment Schedule

The County shall pay the Legacy Partner the sum specified in Section III above to be disbursed in one (1) installment, provided that the Legacy Partner fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

1. Payment

The Legacy Partner may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the Contract as described in paragraph III (D). The Legacy Partner must comply with all the Contract requirements, which include providing documentation of completion of all services, submitting all reports by the specified dates, complying with the logo and credit requirements, providing documentation of all communication with the BOC, and all the terms and conditions of this Contract.

3. Eligibility for Future Funding Cycles

The Legacy Partner shall not be eligible for future funding, unless the partner complies with all the service award requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with

the logo and credit requirements, providing documentation of all communication with the Commission, and all of the terms and conditions of this Legacy Partner Award.

B. Required Reports

The Legacy Partner agrees to submit the following two (2) reports by the deadlines specified herein.

1. Progress Report

The Legacy Partner agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than June 3, 2022.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1) (a-f), IV(A)(2) (a-e), IV(A)(3), and IV(B) (1-3) of this Contract for Services.
- c. Documentation of all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

2. Final Report

The Legacy Partner agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2023**. Partners who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1) (a-f), IV (A)(2) (a-e), IV(A)(3), and IV(B) (1-3) of this Contract; and

- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

The Legacy Partner understands that its accounting of expenditures may be subject to audit by the County. The Legacy Partner agrees to retain all records pertaining to the services that are the subject of this Legacy Award for a minimum of three (3) years from the date of execution of this contract for services. The Legacy Partner falling out of compliance but by not submitting a Final Report will be deemed ineligible for future funding.

3. Recognition Strategy for Organizations Receiving \$50,000 or More

To comply with the requirements of Paragraph IV (B)(2), The Legacy Partner Award receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Legacy Partners must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **March 28, 2022**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Legacy Partner for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

4. Contract Compliance

The County designates FCAC as its point of contact, coordinator, and liaison person with the Legacy Partner in the execution of the terms of this service award. Accordingly, the FCAC Director shall assign a staff member to monitor the Legacy Partner's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the partner has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Legacy Partner as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

C. Failure to Submit Reports

The Legacy Partner understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the partner ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Legacy Partner award cycle.

D. Request for Payment

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Legacy Partner shall submit a signed Invoice Form which should contain a statement of certification that the Legacy Partner has complied and/or will comply with all terms and provisions of this Legacy Partner Award. The Partner shall submit (1) one Invoice Form for 100% payment of the contract award by **February 28, 2022**.

IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS

A. Logo and Credit Requirements

22

1. Logo and Credit Line Usage

All Legacy Partners must use the Fulton County Arts & Culture logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County Arts & Culture logo consists of a tree enclosed by a circle, which includes the words “Fulton County” at the bottom. Stacked beside the County symbol is the Department of Arts & Culture component. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the “Fulton County Arts & Culture Logo 2022, Usage Guidelines.”
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Legacy Partners receiving less than \$20,000 must use the following credit line:

"Funding for this program is provided by the Fulton County Board of Commissioners."

- (2) Legacy Partners receiving \$20,000 or more must use the following credit line:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

- f. The Legacy Partners agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

2. Fulton County Support Recognition

The Legacy Partner agrees to recognize the support of the County through the Department of Arts & Culture by complying with the following requirements:

- a. If the Legacy Partner lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Legacy Partner agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When Fulton County is the single largest supporter of the Legacy Partner's programs, Partner agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Legacy Partner agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Legacy Partner agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

3. Verbal Acknowledgment

The Legacy Partner agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all the contracted services as outlined in Paragraph I.

B. Recognition Requirements for Legacy Partners Receiving \$50,000 or More

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Legacy Partner whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Legacy Partner must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County Arts & Culture logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

C. Evidence of Recognition

The Legacy Partner will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the contract for services at the point that non-compliance is identified by the staff of FCAC, and the Legacy Partner may not receive funding in the next three (3) FCAC award cycles.

D. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their

individual addresses using the mailing list provided to the Legacy Partner at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

E. Communication with the Commission

1. Letters to the Commissioners

The Legacy Partner agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than June 3, 2022**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10th Floor, Atlanta, GA 30303.

2. Invitations and other Regular Mailings

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

F. Attendance at Fulton County Events

The Legacy of Partner agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

V. COVID -19 -HEALTH AND FACILITY SAFETY PRACTICE OF SOCIAL DISTANCING

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

VI. NON-DISCRIMINATION AND STATUTORY COMPLIANCE

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Legacy Partner Award, the Legacy Partner agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions

or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by the Legacy Partner may result in the Contract being canceled, terminated, or suspended in whole or in part, and the Legacy Partner may be declared ineligible for further Fulton County government contracts.

The Legacy Partner agrees to comply with federal laws, state laws, and Fulton County policies, rules, and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

VII. WARRANTIES AND REPRESENTATION

Upon the signing of this Legacy Partner Award, the Legacy Partner warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Legacy Partner's exempt status changes, the Legacy Partner shall immediately be terminated. The Partner attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

VIII. PURPOSE

The Legacy Partner agrees that funds under this contract for services will be expended only for purposes specified herein.

IX. LIABILITY AND INDEMNIFICATION

The County assumes no liability or responsibility for any liability, expense or damage arising out of this contract for services or any performance of services by the Legacy Partner hereunder, and the responsibilities and obligations of the County under the contract for services are limited to providing no more than the total contract amount as approved by the BOC.

The Legacy Partner agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Legacy Partner Award Agreement.

X. LOCATION OF SERVICES

All services to be funded within this Legacy Partner Award shall be performed within the limits of Fulton County, Georgia.

XI. MODIFICATION

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Legacy Partner Award are considered modifications.

XII. TERMINATION

Either party shall have the right to terminate this Legacy Partner Award upon thirty (30) days written notice to the other party, the terms of this Legacy Partner Award are to continue in force until the end of said thirty (30) day period. In the event of such termination, the Legacy Partner will be compensated for the percentage of the program that results in a public presentation. The Legacy Partner shall return the remaining percentage of any prepayment made to the Legacy Partner pursuant to paragraph III (A)(1). The Legacy Partner shall return the funds to the County within 30 days of termination of this contract. Fulton County reserves the right to terminate this Legacy Partner Award immediately due to lack of funding.

XIII. DEFAULT

An event of default shall mean a material breach of this Legacy Partner Award. Failure of the Partner to complete the services by December 31, 2022, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC department will notify the Partner in writing. The Legacy Partner shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Partner shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials, and release shall subject the Legacy Partner to legal action.

In addition, the Partner will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Legacy Partner Award that are owed to any replacement Partner procured to complete the services outlined in this Legacy Partner Award upon which the Partner defaulted.

All notices concerning the Legacy Partner Award shall be sent by certified mail to the following address:

Fulton County: Director of Arts & Culture
 Fulton County Arts & Culture
 141 Pryor Street SW, Suite 2030
 Atlanta, GA 30303

Contractor: **Johns Creek Arts Center**
 6290 Abbotts Bridge Road,
 Bldg. 700
 Johns Creek, GA 30097

Attn: <CONTACT_NAME>>

With a copy to:

**6290 Abbotts Bridge Road,
Bldg. 700
Johns Creek, GA 30097**

XV. GOVERNING LAW

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled, and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Legacy Partner shall be in a state or federal court situated in Fulton County, Georgia.

XVI. DURATION/CONTRACT PERIOD

The contract period for this Legacy Partner Award is **January 1, 2022, to December 31, 2022**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2022**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

XVII. SEVERABILITY

If any provision of this Legacy Partner Award 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.

XVIII. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Legacy Partner Award shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
CONTRACT CONDITIONS

2022 Legacy Partner Award Conditions for **Johns Creek Arts Center** from FCAC:

The Legacy Partner is required to provide a dedicated outreach program for underserved audiences. The program should incorporate a special branding opportunity highly publicized to Fulton County Citizens. This program cannot replicate your general outreach program. The details of this branding opportunity should be described in the Legacy Partner Portal along with the programming description.

Address: **Johns Creek Arts Center**
 6290 Abbotts Bridge Road
 Bldg. 700
 Johns Creek, GA 30097

Telephone: **770-623-8448**



February 24, 2022

Letter of Authority

To Whom It May Concern,

This letter certifies that Stephanie Donaldson, Executive Director for the Johns Creek Community Arts Center, Inc. (sdonaldson@johnscreekarts.org) and Kent Davies, President, Board of Directors for the Johns Creek Arts Center, Inc. (kenthdavies@icloud.com), has the authority to enter into a contract on behalf of the Johns Creek Community Arts Center, Inc. with the Fulton County Commission under the guidance of the Fulton County Arts Council.

Sincerely,

Michael Guo

Secretary, Board of Directors

Johns Creek Community Arts Center, Inc.

EXHIBIT B
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
STATEMENT OF NON-DISCRIMINATION

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Legacy Partner shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC.

Failure on the part of the Legacy Partner to submit the Statement of Non-Discrimination, as requested, may render the Partner non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Donna Watts-Nunn	Senior Manager of operations
(imara Canady)	(Board President)
Name(s)	Title(s)

Hammonds House Museum (hereinafter "Legacy Partner") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Legacy Partner shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Legacy Partner to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Legacy Partner, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by: <i>Donna Watts-Nunn</i> D8ADEE163962400...	DocuSigned by: <i>imara Canady</i> A5A4F433FF43470...
Signature of Authorized Official	

03/15/2022	03/15/2022
Date	

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[CONTRACTOR] Hammonds House Musuem, Inc

DocuSigned by:
Donna Watts-Munn
D8ADEE163952400...
Senior Manager of Op
Authorized Signature
Please select Attest or Notary from the checkbox.

ATTEST:

Contracts for Services Staff Check

ATTEST: Attest
 Notary

DocuSigned by:
Imara Canada
A5A4F433FF43470...
Board President
Second Authorized Signature

Affix Corporate Seal



ATTEST:

DocuSigned by:
Tonya R. Grier
EEC470C4837648D...
Tonya R. Grier
Clerk to the Commission

Notary Public

(Affix County Seal)



County: _____

Commission Expires: _____

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:
Cheryl Ringer
9C2373DFD63B4FA...
Office of the County Attorney

BOC ITEM: 22-0050

APPROVED January 19, 2022

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

APPROVED AS TO CONTENT:

DocuSigned by:
David Manuel
E41CE12C05E74A9...
Director, Fulton County Art Department

RCS

Please select RCS or RM from the checkbox

RM

ITEM#: <u>2022-0050</u> RCS: <u>1/19/2022</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING



HAMMONDS HOUSE
MUSEUM

Alma Watts

**CONTRACT FOR SERVICE AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA AND
*Hammonds House***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January , 2022, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Hammonds House**, (hereinafter referred to as "Legacy Partner"), authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

WHEREAS the Legacy Partner is a non-profit, tax exempt 501 (c) (3) organization that has a mission to connect people the arts and related services being funded under this Contract: and

WHEREAS, the Board of Commissioners, through the approval of the County's budget for 2022 authorized and designated \$200,000.00 to the Legacy Partner to provide arts and related services for the citizens of Fulton County; and

NOW, THEREFORE, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Partner shall not be construed to exceed those services specifically set forth herein. The Partner agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). The Partner agrees to comply with the terms of this contract for services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Legacy Partner Award:

To present the 2022 Hammonds House Museum programing season and to provide expanded operational resources for programs and activities related to Fulton County.

II. INDEPENDENT CONTRACTOR

The Partner agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Legacy Partner. Under no circumstances shall the Legacy Partner, its directors, officers, employees, agents, partners, successors, subcontractors, or assignees be deemed employees, agents, partners, successors, subcontractors, assignees, or legal representatives of the County. The Legacy Partner acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Legacy Partner, and if all conditions and requirements are met, the County agrees to pay the Partner the total sum, not to exceed, **Two Hundred Thousand Dollars (\$200,000)** from funds approved and allocated to FCAC's fiscal budgets for 2022. Payment of the contract amount is subject to budget appropriations for 2022 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Legacy Partner exceed the amount specified herein.

A. Payment Schedule

The County shall pay the Legacy Partner the sum specified in Section III above to be disbursed in one (1) installment, provided that the Legacy Partner fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

1. Payment

The Legacy Partner may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the Contract as described in paragraph III (D). The Legacy Partner must comply with all the Contract requirements, which include providing documentation of completion of all services, submitting all reports by the specified dates, complying with the logo and credit requirements, providing documentation of all communication with the BOC, and all the terms and conditions of this Contract.

3. Eligibility for Future Funding Cycles

The Legacy Partner shall not be eligible for future funding, unless the partner complies with all the service award requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with

the logo and credit requirements, providing documentation of all communication with the Commission, and all of the terms and conditions of this Legacy Partner Award.

B. Required Reports

The Legacy Partner agrees to submit the following two (2) reports by the deadlines specified herein.

1. Progress Report

The Legacy Partner agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than June 3, 2022.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1) (a-f), IV(A)(2) (a-e), IV(A)(3), and IV(B) (1-3) of this Contract for Services.
- c. Documentation of all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

2. Final Report

The Legacy Partner agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2023**. Partners who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1) (a-f), IV (A)(2) (a-e), IV(A)(3), and IV(B) (1-3) of this Contract; and

- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

The Legacy Partner understands that its accounting of expenditures may be subject to audit by the County. The Legacy Partner agrees to retain all records pertaining to the services that are the subject of this Legacy Award for a minimum of three (3) years from the date of execution of this contract for services. The Legacy Partner falling out of compliance but by not submitting a Final Report will be deemed ineligible for future funding.

3. Recognition Strategy for Organizations Receiving \$50,000 or More

To comply with the requirements of Paragraph IV (B)(2), The Legacy Partner Award receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Legacy Partners must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **March 28, 2022**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Legacy Partner for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

4. Contract Compliance

The County designates FCAC as its point of contact, coordinator, and liaison person with the Legacy Partner in the execution of the terms of this service award. Accordingly, the FCAC Director shall assign a staff member to monitor the Legacy Partner's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the partner has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Legacy Partner as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

C. Failure to Submit Reports

The Legacy Partner understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the partner ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Legacy Partner award cycle.

D. Request for Payment

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Legacy Partner shall submit a signed Invoice Form which should contain a statement of certification that the Legacy Partner has complied and/or will comply with all terms and provisions of this Legacy Partner Award. The Partner shall submit (1) one Invoice Form for 100% payment of the contract award by **February 28, 2022**.

IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS

A. Logo and Credit Requirements

22

1. Logo and Credit Line Usage

All Legacy Partners must use the Fulton County Arts & Culture logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County Arts & Culture logo consists of a tree enclosed by a circle, which includes the words “Fulton County” at the bottom. Stacked beside the County symbol is the Department of Arts & Culture component. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the “Fulton County Arts & Culture Logo 2022, Usage Guidelines.”
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Legacy Partners receiving less than \$20,000 must use the following credit line:

"Funding for this program is provided by the Fulton County Board of Commissioners."

- (2) Legacy Partners receiving \$20,000 or more must use the following credit line:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

- f. The Legacy Partners agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

2. Fulton County Support Recognition

The Legacy Partner agrees to recognize the support of the County through the Department of Arts & Culture by complying with the following requirements:

- a. If the Legacy Partner lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Legacy Partner agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When Fulton County is the single largest supporter of the Legacy Partner's programs, Partner agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Legacy Partner agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Legacy Partner agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

3. Verbal Acknowledgment

The Legacy Partner agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all the contracted services as outlined in Paragraph I.

B. Recognition Requirements for Legacy Partners Receiving \$50,000 or More

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Legacy Partner whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Legacy Partner must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County Arts & Culture logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

C. Evidence of Recognition

The Legacy Partner will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the contract for services at the point that non-compliance is identified by the staff of FCAC, and the Legacy Partner may not receive funding in the next three (3) FCAC award cycles.

D. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their

individual addresses using the mailing list provided to the Legacy Partner at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

E. Communication with the Commission

1. Letters to the Commissioners

The Legacy Partner agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than June 3, 2022**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10th Floor, Atlanta, GA 30303.

2. Invitations and other Regular Mailings

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

F. Attendance at Fulton County Events

The Legacy of Partner agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

V. COVID -19 -HEALTH AND FACILITY SAFETY PRACTICE OF SOCIAL DISTANCING

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

VI. NON-DISCRIMINATION AND STATUTORY COMPLIANCE

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Legacy Partner Award, the Legacy Partner agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions

or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by the Legacy Partner may result in the Contract being canceled, terminated, or suspended in whole or in part, and the Legacy Partner may be declared ineligible for further Fulton County government contracts.

The Legacy Partner agrees to comply with federal laws, state laws, and Fulton County policies, rules, and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

VII. WARRANTIES AND REPRESENTATION

Upon the signing of this Legacy Partner Award, the Legacy Partner warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Legacy Partner's exempt status changes, the Legacy Partner shall immediately be terminated. The Partner attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

VIII. PURPOSE

The Legacy Partner agrees that funds under this contract for services will be expended only for purposes specified herein.

IX. LIABILITY AND INDEMNIFICATION

The County assumes no liability or responsibility for any liability, expense or damage arising out of this contract for services or any performance of services by the Legacy Partner hereunder, and the responsibilities and obligations of the County under the contract for services are limited to providing no more than the total contract amount as approved by the BOC.

The Legacy Partner agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Legacy Partner Award Agreement.

X. LOCATION OF SERVICES

All services to be funded within this Legacy Partner Award shall be performed within the limits of Fulton County, Georgia.

XI. MODIFICATION

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Legacy Partner Award are considered modifications.

XII. TERMINATION

Either party shall have the right to terminate this Legacy Partner Award upon thirty (30) days written notice to the other party, the terms of this Legacy Partner Award are to continue in force until the end of said thirty (30) day period. In the event of such termination, the Legacy Partner will be compensated for the percentage of the program that results in a public presentation. The Legacy Partner shall return the remaining percentage of any prepayment made to the Legacy Partner pursuant to paragraph III (A)(1). The Legacy Partner shall return the funds to the County within 30 days of termination of this contract. Fulton County reserves the right to terminate this Legacy Partner Award immediately due to lack of funding.

XIII. DEFAULT

An event of default shall mean a material breach of this Legacy Partner Award. Failure of the Partner to complete the services by December 31, 2022, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC department will notify the Partner in writing. The Legacy Partner shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Partner shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials, and release shall subject the Legacy Partner to legal action.

In addition, the Partner will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Legacy Partner Award that are owed to any replacement Partner procured to complete the services outlined in this Legacy Partner Award upon which the Partner defaulted.

All notices concerning the Legacy Partner Award shall be sent by certified mail to the following address:

Fulton County: Director of Arts & Culture
 Fulton County Arts & Culture
 141 Pryor Street SW, Suite 2030
 Atlanta, GA 30303

Contractor: **Hammonds House**
 503 Peeples Street
 Atlanta, GA 30310

Attn: <CONTACT_NAME>>

With a copy to: **503 Peeples Street**

Atlanta GA 30310

XV. GOVERNING LAW

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled, and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Legacy Partner shall be in a state or federal court situated in Fulton County, Georgia.

XVI. DURATION/CONTRACT PERIOD

The contract period for this Legacy Partner Award is **January 1, 2022, to December 31, 2022**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2022**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

XVII. SEVERABILITY

If any provision of this Legacy Partner Award 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.

XVIII. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Legacy Partner Award shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
CONTRACT CONDITIONS

2022 Legacy Partner Award Conditions for **Hammonds House** from FCAC:

The Legacy Partner is required to provide a dedicated outreach program for underserved audiences. The program should incorporate a special branding opportunity highly publicized to Fulton County Citizens. This program cannot replicate your general outreach program. The details of this branding opportunity should be described in the Legacy Partner Portal along with the programming description.

Address: **Hammonds House
503 Peoples Street
Atlanta, GA 30310**

Telephone: **404-612-0481**



HAMMONDS HOUSE MUSEUM

February 27, 2022

Letter of Authority

To Whom It May Concern:

This letter certifies that Donna Watts-Nunn (Senior Manager of Operations) **Hammonds House Museum**, **donna.watts-nunn@hammondshouse.org**, **404-612-0489** has the authority to enter into a contract on behalf of **Hammonds House Museum** with the Fulton County Commission under the guidance of the Fulton County Arts Council.

Sincerely,

DocuSigned by:
Tremayne Perry
7715BF11CA80409...

Board Treasurer

EXHIBIT B
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
STATEMENT OF NON-DISCRIMINATION

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Legacy Partner shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC.

Failure on the part of the Legacy Partner to submit the Statement of Non-Discrimination, as requested, may render the Partner non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Clarence Jackson	Board Chair
(_____)	(_____)
Name(s)	Title(s)

Chattahoochee Nature Center, Inc. (hereinafter "Legacy Partner") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Legacy Partner shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Legacy Partner to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Legacy Partner, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

<p>DocuSigned by: <i>Clarence Jackson</i></p> <p>A6D748B98B3740E...</p>	<p>DocuSigned by: <i>Natasha B. Rice</i></p> <p>A788DC2885084E5...</p>
Signature of Authorized Official	Date

02/25/2022	02/25/2022
Date	Date

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

FULTON COUNTY, GEORGIA

[CONTRACTOR] Chattahoochee Nature Center

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:
Clarence Jackson
A6D74BB98B3740E...
Clarence Jackson, Chair
Authorized Signature
Please select Attest or Notary from the checkbox.

ATTEST: Attest
 Notary

ATTEST:

Second Authorized Signature

Affix Corporate Seal

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC470C4837648D...
Tonya R. Grier
Clerk to the Commission

N. Paige Trehwitt of Notary Public


Notary Public

(Affix County Seal)

County of _____
County: Cobb

DocuSigned by:


Commission Expires: 04/14/2025

(Affix Seal)


APPROVED AS TO FORM:

DocuSigned by:
Cheryl Ringer
9C2373DFD63B4FA...
Office of the County Attorney

BOC ITEM: 22-0050

APPROVED January 19, 2022

APPROVED AS TO CONTENT:

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.”

DocuSigned by:
David Manuel
E41CE12C05E74A9...
Director, Fulton County Art Department

X RCS

Please select RCS or RM from the checkbox

RM

ITEM#: <u>2022-0050</u> RCS: <u>1/19/2022</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

**CONTRACT FOR SERVICE AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA AND
*Chattahoochee Nature Center***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January , 2022, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Chattahoochee Nature Center**, (hereinafter referred to as "Legacy Partner"), authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

WHEREAS the Legacy Partner is a non-profit, tax exempt 501 (c) (3) organization that has a mission to connect people the arts and related services being funded under this Contract: and

WHEREAS, the Board of Commissioners, through the approval of the County's budget for 2022 authorized and designated \$200,000.00 to the Legacy Partner to provide arts and related services for the citizens of Fulton County; and

NOW, THEREFORE, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Partner shall not be construed to exceed those services specifically set forth herein. The Partner agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). The Partner agrees to comply with the terms of this contract for services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Legacy Partner Award:

To present the 2022 program season including an artist in residence program focused on bilingual programming and wetland education in which a Mural or mosaic would be installed by the artist over a 6 month timeframe. To present collaborative programming offered by the artist in residence and CNC educators. To expand our current programming collaborative with Fulton

Arts Centers and Fulton IDD Centers. To provide expanded operational resources for programs and activities related to Fulton County.

II. INDEPENDENT CONTRACTOR

The Partner agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Legacy Partner. Under no circumstances shall the Legacy Partner, its directors, officers, employees, agents, partners, successors, subcontractors, or assignees be deemed employees, agents, partners, successors, subcontractors, assignees, or legal representatives of the County. The Legacy Partner acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Legacy Partner, and if all conditions and requirements are met, the County agrees to pay the Partner the total sum, not to exceed, **Two Hundred Thousand Dollars (\$200,000)** from funds approved and allocated to FCAC's fiscal budgets for 2022. Payment of the contract amount is subject to budget appropriations for 2022 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Legacy Partner exceed the amount specified herein.

A. Payment Schedule

The County shall pay the Legacy Partner the sum specified in Section III above to be disbursed in one (1) installment, provided that the Legacy Partner fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

1. Payment

The Legacy Partner may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the Contract as described in paragraph III (D). The Legacy Partner must comply with all the Contract requirements, which include providing documentation of completion of all services, submitting all reports by the specified dates, complying with the logo and credit requirements, providing documentation of all communication with the BOC, and all the terms and conditions of this Contract.

3. Eligibility for Future Funding Cycles

The Legacy Partner shall not be eligible for future funding, unless the partner complies with all the service award requirements, which include providing documentation of

completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of all communication with the Commission, and all of the terms and conditions of this Legacy Partner Award.

B. Required Reports

The Legacy Partner agrees to submit the following two (2) reports by the deadlines specified herein.

1. Progress Report

The Legacy Partner agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than June 3, 2022**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1) (a-f), IV(A)(2) (a-e), IV(A)(3), and IV(B) (1-3) of this Contract for Services.
- c. Documentation of all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

2. Final Report

The Legacy Partner agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2023**. Partners who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1) (a-f), IV (A)(2) (a-e), IV(A)(3), and IV(B) (1-3) of this Contract; and

- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

The Legacy Partner understands that its accounting of expenditures may be subject to audit by the County. The Legacy Partner agrees to retain all records pertaining to the services that are the subject of this Legacy Award for a minimum of three (3) years from the date of execution of this contract for services. The Legacy Partner falling out of compliance but by not submitting a Final Report will be deemed ineligible for future funding.

3. Recognition Strategy for Organizations Receiving \$50,000 or More

To comply with the requirements of Paragraph IV (B)(2), The Legacy Partner Award receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Legacy Partners must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **March 28, 2022**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Legacy Partner for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

4. Contract Compliance

The County designates FCAC as its point of contact, coordinator, and liaison person with the Legacy Partner in the execution of the terms of this service award. Accordingly, the FCAC Director shall assign a staff member to monitor the Legacy Partner's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the partner has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Legacy Partner as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

C. Failure to Submit Reports

The Legacy Partner understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the partner ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Legacy Partner award cycle.

D. Request for Payment

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Legacy Partner shall submit a signed Invoice Form which should contain a statement of certification that the Legacy Partner has complied and/or will comply with all terms and provisions of this Legacy Partner Award. The Partner shall submit (1) one Invoice Form for 100% payment of the contract award by **February 28, 2022**.

IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS

A. Logo and Credit Requirements

22

1. Logo and Credit Line Usage

All Legacy Partners must use the Fulton County Arts & Culture logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County Arts & Culture logo consists of a tree enclosed by a circle, which includes the words “Fulton County” at the bottom. Stacked beside the County symbol is the Department of Arts & Culture component. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the “Fulton County Arts & Culture Logo 2022, Usage Guidelines.”
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Legacy Partners receiving less than \$20,000 must use the following credit line:

"Funding for this program is provided by the Fulton County Board of Commissioners."

- (2) Legacy Partners receiving \$20,000 or more must use the following credit line:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

- f. The Legacy Partners agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

2. Fulton County Support Recognition

The Legacy Partner agrees to recognize the support of the County through the Department of Arts & Culture by complying with the following requirements:

- a. If the Legacy Partner lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Legacy Partner agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When Fulton County is the single largest supporter of the Legacy Partner's programs, Partner agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Legacy Partner agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Legacy Partner agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

3. Verbal Acknowledgment

The Legacy Partner agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all the contracted services as outlined in Paragraph I.

B. Recognition Requirements for Legacy Partners Receiving \$50,000 or More

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Legacy Partner whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Legacy Partner must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County Arts & Culture logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

C. Evidence of Recognition

The Legacy Partner will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the contract for services at the point that non-compliance is identified by the staff of FCAC, and the Legacy Partner may not receive funding in the next three (3) FCAC award cycles.

D. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their

individual addresses using the mailing list provided to the Legacy Partner at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

E. Communication with the Commission

1. Letters to the Commissioners

The Legacy Partner agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than June 3, 2022**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10th Floor, Atlanta, GA 30303.

2. Invitations and other Regular Mailings

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

F. Attendance at Fulton County Events

The Legacy of Partner agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

V. COVID -19 -HEALTH AND FACILITY SAFETY PRACTICE OF SOCIAL DISTANCING

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

VI. NON-DISCRIMINATION AND STATUTORY COMPLIANCE

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Legacy Partner Award, the Legacy Partner agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions

or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by the Legacy Partner may result in the Contract being canceled, terminated, or suspended in whole or in part, and the Legacy Partner may be declared ineligible for further Fulton County government contracts.

The Legacy Partner agrees to comply with federal laws, state laws, and Fulton County policies, rules, and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

VII. WARRANTIES AND REPRESENTATION

Upon the signing of this Legacy Partner Award, the Legacy Partner warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Legacy Partner's exempt status changes, the Legacy Partner shall immediately be terminated. The Partner attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

VIII. PURPOSE

The Legacy Partner agrees that funds under this contract for services will be expended only for purposes specified herein.

IX. LIABILITY AND INDEMNIFICATION

The County assumes no liability or responsibility for any liability, expense or damage arising out of this contract for services or any performance of services by the Legacy Partner hereunder, and the responsibilities and obligations of the County under the contract for services are limited to providing no more than the total contract amount as approved by the BOC.

The Legacy Partner agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Legacy Partner Award Agreement.

X. LOCATION OF SERVICES

All services to be funded within this Legacy Partner Award shall be performed within the limits of Fulton County, Georgia.

XI. MODIFICATION

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Legacy Partner Award are considered modifications.

XII. TERMINATION

Either party shall have the right to terminate this Legacy Partner Award upon thirty (30) days written notice to the other party, the terms of this Legacy Partner Award are to continue in force until the end of said thirty (30) day period. In the event of such termination, the Legacy Partner will be compensated for the percentage of the program that results in a public presentation. The Legacy Partner shall return the remaining percentage of any prepayment made to the Legacy Partner pursuant to paragraph III (A)(1). The Legacy Partner shall return the funds to the County within 30 days of termination of this contract. Fulton County reserves the right to terminate this Legacy Partner Award immediately due to lack of funding.

XIII. DEFAULT

An event of default shall mean a material breach of this Legacy Partner Award. Failure of the Partner to complete the services by December 31, 2022, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC department will notify the Partner in writing. The Legacy Partner shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Partner shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials, and release shall subject the Legacy Partner to legal action.

In addition, the Partner will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Legacy Partner Award that are owed to any replacement Partner procured to complete the services outlined in this Legacy Partner Award upon which the Partner defaulted.

All notices concerning the Legacy Partner Award shall be sent by certified mail to the following address:

Fulton County: Director of Arts & Culture
 Fulton County Arts & Culture
 141 Pryor Street SW, Suite 2030
 Atlanta, GA 30303

Contractor: **Chattahoochee Nature Center**
 9135 Willeo Road
 Roswell GA 30075

Attn: <CONTACT_NAME>>

With a copy to: **9135 Willeo Road**

Roswell GA 30075

XV. GOVERNING LAW

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled, and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Legacy Partner shall be in a state or federal court situated in Fulton County, Georgia.

XVI. DURATION/CONTRACT PERIOD

The contract period for this Legacy Partner Award is **January 1, 2022, to December 31, 2022**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2022**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

XVII. SEVERABILITY

If any provision of this Legacy Partner Award 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.

XVIII. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Legacy Partner Award shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
CONTRACT CONDITIONS

2022 Legacy Partner Award Conditions for **Chattahoochee Nature Center** from FCAC:

The Legacy Partner is required to provide a dedicated outreach program for underserved audiences. The program should incorporate a special branding opportunity highly publicized to Fulton County Citizens. This program cannot replicate your general outreach program. The details of this branding opportunity should be described in the Legacy Partner Portal along with the programming description.

Address: **Chattahoochee Nature Center**
9135 Willeo Road
Roswell, GA 30075

Telephone: **770-992-2055**



March 21, 2022

Letter of Authority

To Whom It May Concern:

This letter certifies that Clarence Jackson, Board of Trustees – Chair and Cox Enterprises, Inc. Senior Director Sustainable Supply Chain & Business Operations, clarence.jackson@coxinc.com, and Natasha B. Rice, President & CEO, n.rice@chattnaturecenter.org have the authority to enter into a contract on behalf the Chattahoochee Nature Center, Inc. with the Fulton County Commission under the guidance of the Fulton County Arts & Culture.

Sincerely,

Nicholas DiLuzio

Nick Diluzio
Board of Trustees – Vice President
Vice President - Georgia Forestry Foundation

LIBRARY IDEAS®, LLC DIGITAL SERVICES AGREEMENT

THIS DIGITAL SERVICES AGREEMENT (this “Agreement”) is made by and between Fulton County, Georgia on behalf of Fulton County Library System “Library,” a GEORGIA Library maintaining a physical address at 1 Margaret Mitchell Sq. Atlanta, GA 30303, hereafter referred to as (the “Library”) and Library Ideas, LLC, a Delaware media company located at P.O. Box 9, Vienna, Virginia 22183 USA, hereafter referred to as (the “Company”). All parties to this Agreement may, from time to time, be referred to as (the “Parties”).

RECITALS

WHEREAS Company has licenses and agreements for media services specifically targeted to libraries which provides the Registered Cardholders of these institutions access to a site or sites to access media legally (the “Service”).

WHEREAS Company wishes to sell institutional Registered Cardholder access and include the right to use the Service to the Library subject to the terms and conditions described in this Agreement.

WHEREAS Library desires to purchase access and use the Service from Company subject to the terms and conditions described in this Agreement.

NOW THEREFORE in consideration of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I. Definitions

Section 1.01 Definitions. The terms defined within this Agreement have the respective meanings attributed to them throughout this Agreement or in this Article I. Any defined term may be used in the singular and in the plural forms, as appropriate in the context.

Section 1.02. “*Service(s) or Digital Services*” refers to the Company’s digital services (that the library is paying to access on Schedule A) which may include Freegal® Music (with or without streaming), Freading® eBooks, Rocket Languages, iVOX, or Online Book Club, and is related to Library’s ongoing access to and use of such service via the Internet.

Section 1.03. “*Effective Date*” Unless otherwise agreed to in writing by the Parties, the “Effective Date” of this Agreement means the date the service is available for use by Library Patrons.

Section 1.04. “*Digital Service(s) Agreement*” means the right to access Company’s Service(s) for a schedule of fees (“Digital Service(s) Price(s)”) expiring after a specified length of time (“Digital Service(s) Term”).

Section 1.05. “*Digital Service(s) Price*” means the price established for the Digital Services Term.

Section 1.06. “*Digital Service(s) Term or Term*” refers to the right to access Company’s Digital Service(s) for a specific period of time. The “Digital Service Term” of this Agreement commences on the Effective Date and ends after the end of the number of months or years indicated in Schedule A.

Section 1.07. “*Library’s Website Portal*” means the Website operated by the Library and open to its Registered Cardholders in order to access and use all digital materials and services of the Library.

Section 1.08. “*Company Website*” means the Website operated by Company and open to the Library and its Registered Cardholders via the Library’s own website portal.

Section 1.09. “*Cardholders or Registered Cardholders*” mean Library’s registered, authenticated cardholders, and all members of the public in the library’s legal service population who have been issued a library card, including onsite and offsite users.

Section 1.10. “*License*” means a revocable permission to commit some act that would otherwise be unlawful such as downloading the copyrighted works of the rightful owner.

Section 1.11. “*Personal Use*” is defined, for purposes of this Agreement, as the use which is of a personal nature and used only by the person who is authorized to use such media, i.e. a downloaded song or other media, and prohibits the sharing of said media with the public or placing such media in the public domain, i.e sharing songs or media on the internet. This Agreement adopts the definitions of “personal use” as established by the Courts and home country Copyright laws.

ARTICLE II.

Library Ideas Digital Services Terms and Conditions

Section 2.01. *Digital Service(s) Price.* Company will charge Library a price for access. The price is described herein in Schedule A.

Section 2.02. *All Purchases are Final.* All purchases of Services are final. No refunds are allowed unless the product is not delivered.

Section 2.03. *Payment Due Date.* All fees and charges are due and payable 30 days from the date of the related invoice. The Company may deny Library and its Patrons access to Library’s Company Website until the unpaid invoice is paid in full.

Section 2.04. *Limits on the Service.* Registered Cardholders of Library have limits on access to the Service as specified in Schedule A.

Section 2.05. *Renewal and Termination*

Subsection 2.05.A. *Termination by Expiration of Term.* This Agreement will terminate automatically at the end of the Digital Services Term mentioned on Schedule A. If Library wishes to renew for an additional Term, Library may contact Company at any time during or after the end of the current Term and agree to a new Digital Services Term. The Library may renew or extend its Digital Services Term for an agreed upon Digital Services Price by email to an authorized representative of the Company, and all terms and conditions of this Agreement will be automatically extended to coincide with the new Digital Services Term(s).

Subsection 2.05.B. *Termination for Breach of this Agreement.* Either party may terminate this Agreement or one of the individual Digital Service(s) for cause at any time by providing the other party with prior written notice of the occurrence of any of the following events: (1) a party fails to timely pay any amounts due and payable, provided that the nonpayment is not cured within 10 days of the notice; or (2) a party breaches any Material provision of this Agreement provided that the breach cannot be, or is not, cured

within 30 days of the notice. Material terms of this Agreement are Sections 2.03, 2.05, 2.06, 2.07, 2.08, 2.09, 2.12, 3.01, and 3.02.

Subsection 2.05 C. This Agreement shall commence on the effective date and shall remain in effect for one year. The Agreement may be renewed for additional Renewal Terms of one (1) year each with written notice thirty days prior to the end of the term. This Agreement is part of the Fulton County Annual Hardware and Software Maintenance and Support List (AML) which is approved annually by the Fulton County Board of Commissioners. As such, payment for the current term of this Agreement will be completed by December 31, 2022.

Section 2.06. Provision of Digital Services. During the Term, the Company will establish, host, and administer Company's Website. The Library and its Cardholders will access Company's Service(s) through Library's Website Portal. The Library and its Cardholders will access the Library's Service(s) either inside the library (if allowed and enabled) using the Library's own Internet connection or remotely as allowed. Company will deny access to anyone attempting to access Service from a country that is not allowed. Service will have reasonable periods of scheduled maintenance in which the Service is not available. Otherwise Service will be available at commercially accepted standards of operation.

Section 2.07. Library and Cardholder Usage - Limiting Access Measures. The Library will be solely responsible for authenticating which Cardholders will have access to the Library's Website under this Agreement. However, the Company will facilitate this process. Except for standard fees charged by Library to its Cardholders, the Library will not charge any Cardholder for the use of the Company's Website.

Section 2.08. Library's Company Website. The use of the Company's Website by the Library and its Patrons will be governed by the End User Agreement. If Patrons violate the End User Agreement, Company reserves the right, in its sole discretion, to suspend the Library's or the Patrons's access to and use of the Company's Website. The Library acknowledges and agrees that, in the case of repeated or persistent violations, the Company may terminate this Agreement and issue a pro-rated refund for unused service.

Section 2.09. Copyrighted Works. Library acknowledges and agrees that the copyright to each digital file is owned by the respective publisher thereof. All Rights Reserved.

Section 2.10. No Copyright Conveyed. Upon signing this Agreement, Library will receive a license coinciding with the Term to access the Company's Service via the Library's Website Portal and access the Service(s) the Library has purchased access to. Library will not acquire any other rights in the Company or the Company's Service.

Section 2.11. Offensive Content. Company makes no warranty and no representations against claims of offensive content by Cardholders and does not have the ability to remove specific elements of the Service for just one library participating in the Service.

Section 2.12. Publicity and Marketing. Library agrees to use only the Publicity and Marketing Material given to it by the Company unless otherwise approved in writing by the Company. The Company will send Library a template press release and marketing kit in advance of the Library going live with the Service. The terms of this Agreement are Confidential, except where disclosure is required by law. The name of the Service(s) is/are as indicated in Schedule A, and the Library will not promote the Service under any other name.

ARTICLE III
Elements of the Service

Section 3.01. Member Access & Clean Sweep Protocols. For all Library computers capable of accessing the Company's Website, Library will implement a Clean Sweep or similar type program which functions to log-out or wipe clean the information existing on the computer screen of the previous Cardholder.

Section 3.02. Reports. Payment of the Digital Services Price entitles Library to the standard reports offered by Company which gauges the use of Company's Service(s).

ARTICLE IV
General Provisions

Section 4.01. Governing Law. This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of this Agreement or its formation) shall be governed by and construed in accordance with the laws of the State of Georgia in the United States of America.

Section 4.02. Notice to Parties. All notices from either party to the other under this Agreement shall be sent by telegram, overnight courier service, or by registered or certified mail, return receipt requested, or hand-delivered with signed receipt. Whenever in this Agreement reference is made to a Notice to be given, such Notice shall be deemed given when mailed, wired, or hand-delivered to the proper notice address of the party to be notified. Notices shall be addressed in care of the individual representatives identified herein and mailed to the address designated for each Party and listed in the Signature Page of this Agreement. Either party may, from time to time, designate a different address for receiving Notices by giving the other party notice of the change of address in the manner above specified.

Section 4.03. Assignment. Library may not sell, assign, transfer or convey this Agreement or any rights and obligations thereto. However, Company may assign or transfer this Agreement to an affiliated company or to a third party that acquires substantially all of its assets upon written notice to the Library.

Section 4.04. Successors & Assigns. This Agreement shall be binding on and inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns.

Section 4.05. Section Partial Invalidity. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 4.06. Separability. Each and every covenant or understanding contained in this Agreement shall, for all intents and purposes, be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be found invalid and unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is valid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 4.07. Headings. The headings to the various paragraphs and/or Sections of this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Agreement.

Section 4.08. Limited Warranty. Company warrants that Company has the necessary authority to license the Service(s) to Library and, if applicable, to provide Service(s) to Library. Company warrants that it will use its commercially reasonable efforts to provide such Service(s) as described in this Agreement.

Section 4.09. This section intentionally omitted.


Section 4.10. Force Majeure. Neither party will be liable for any delays or failures to perform any of its obligations under this Agreement to the extent that the delays or failures are due to circumstances beyond its reasonable control, including without limit acts of God; strikes; riots; acts of war; power failures; and functions or malfunctions of the Internet, telecommunications services, firewalls, encryption systems, and security devices; or governmental regulations imposed after the Effective Date.

IN WITNESS WHEREOF the parties hereto by and through their authorized agents, have duly affixed their signatures under seal as of the date shown herein.

[SIGNATURES TO FOLLOW]

Company:

LIBRARY IDEAS, LLC

By: 

Date: 3-15-2022

Address:

P.O. Box 9
Vienna, VA 22183 USA

Library:

FULTON COUNTY, GEORGIA

By: 
Authorized Agent/Representative
Robert L. Pitts

Print Name

04/02/2022

Date: _____

Address:

FULTON COUNTY LIBRARY SYSTEM
Brazos Price
1 Margaret Mitchell Sq.
Atlanta, GA 30303
brazos.price@fultoncountyga.gov

Library Agreement 1/12/2021

FULTON COUNTY LIBRARY SYSTEM, GEORGIA
Library Name, State/Province

SCHEDULE A

<u>Service Name</u>	<u>Term</u>	<u>Pricing</u>	<u>Cardholder Limit</u>
Freegal Music	3/17/22 - 3/16/23	\$57,750.00	3 DLs/Week 24 Hours Streaming/Day*
Total:		\$57,750.00	

***Hours Streaming/Day increased from 5 to 24 at the beginning of the subscription term.**

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA6F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya Grier

EE6476C4837648D...

Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Francesca Black

AEB9CE7BDC5248A...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman

94183FCA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:

LIBRARY IDEAS, LLC

Brian Downing

Brian Downing
CEO

2022-0050

1/19/2022

xxx

xxx

ITEM#: _____	RCS: _____	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

bibliotheca Sales Agreement (US)

This bibliotheca Sales Agreement ("**Agreement**") is entered into on April 1, 2022 ("**Effective Date**"), between bibliotheca, LLC, a Delaware limited liability company with offices located at 3169 Holcomb Bridge Rd., Ste. 200, Norcross, Georgia 30071 ("**bibliotheca**") and [Fulton County Georgia for Fulton County Library System], with offices located at 1 Margaret Mitchell Square NW, Atlanta GA 30303 ("**Customer**"). Upon mutual written agreement of the parties, bibliotheca may sell Products and/or Services (as defined below) to entities affiliated with Customer ("**Customer Entities**"). Each Purchase Order issued by a Customer Entity and accepted by bibliotheca that references this Agreement will be made subject to and deemed to automatically incorporate the terms of this Agreement. Each Customer Entity will be solely responsible for performance of all of its obligations under its respective Purchase Order.

1. Product Purchases; Services; Quotes. bibliotheca shall provide those products and/or services specified on a bibliotheca quote ("**Products**" or "**Services**") which is provided in writing (or electronically) by bibliotheca to Customer ("**Quote**"). Each Quote shall be attached (or deemed attached hereto) as Exhibit 1 and incorporated herein by reference.

2. Shipment; Title. All Products delivered to Customer under this Agreement shall be shipped F.O.B. destination to the location stated on Customer's Purchase Order. Title and risk of loss shall pass to Customer upon delivery. While bibliotheca will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by bibliotheca, all shipping dates are approximate and not guaranteed. bibliotheca reserves the right to make partial shipments. Products are deemed automatically accepted on date of delivery; subject to bibliotheca's returns policy, a current copy of which can be found at <https://www.bibliotheca.com/sales-terms-conditions/>. All returns will be governed by the bibliotheca return policy in effect as of the date of Customer's Purchase Order.

3. Purchase Orders. Customer shall issue a Purchase Order for each purchase under this Agreement. Once accepted by bibliotheca, changes to Purchase Orders can only be made if agreed upon in writing by both parties. No preprinted, additional or different terms submitted by either party (in a purchase order or other document) shall operate to modify this Agreement or any Quote.

4. Implementation. bibliotheca will provide set-up and configuration services for Products (if applicable) at Customer's location pursuant to a mutually agreed schedule. Site preparation will be provided by Customer prior to the scheduled date, and will include electrical power, data drop, conduit runs, hole drilling, moving existing fixtures, and other requirements as may be required.

5. Payment; Taxes.

5.1 Pricing; Payment. bibliotheca will invoice Customer for the Products and Services at the prices as provided in the applicable Quote in U.S. dollars. Unless otherwise set forth in the applicable Quote, all prices include set up and configuration, if applicable to the Products being purchased. Customer will be responsible to pay all shipping and insurance costs applicable to delivery of the Products, as set forth in the applicable invoice. Customer shall pay each invoice within 30 days from the date of invoice. Unless otherwise stated on a Quote, all invoices for Products will be issued upon shipment and all invoices for Services will be issued annually in advance. After the first year, fees for Services will be subject to annual increases, not to exceed 10% per year. Customer hereby grants to bibliotheca a security interest in the Products to secure payment in

full. Customer authorizes bibliotheca, at its election, to file a financing statement reflecting such security interest.

5.2 Taxes. Customer agrees it shall be solely liable for and will pay any applicable taxes, fees duties, customs charges, import fees or other charges imposed or assessed with respect to the Services or Products ordered under this Agreement, excluding taxes based upon bibliotheca's net income. In the event that the Customer is exempt from any such taxes, prior to or simultaneously with the issuance of a Purchase Order, Customer shall provide bibliotheca with a tax exemption certificate valid in the location of delivery or similar document in a form satisfactory to bibliotheca.

6. Term and Termination of Agreement.

This Agreement shall commence on the effective date and shall remain in effect for one year. The Agreement may be renewed for additional Renewal Terms of one (1) year each with written notice thirty days prior to the end of the term. This Agreement is part of the Fulton County Annual Hardware and Software Maintenance and Support List (AML) which is approved annually by the Fulton County Board of Commissioners. As such, payment for the current term of this Agreement will be completed by December 31, 2022. The services detailed in this Agreement will continue until the end of the term of the Agreement. This agreement can be terminated as follows: (a) by bibliotheca if Customer fails to pay a past due balance within five (5) days after receipt of written notice from bibliotheca; (b) by either party if the other party fails to cure any breach of this Agreement within thirty (30) days after written notice to the breaching party; (c) by either party immediately upon written notice to the other party if such other party: (i) becomes insolvent; (ii) is involved in a liquidation or termination of its business; (iii) files a bankruptcy petition or has an involuntary bankruptcy petition filed against (if not dismissed within 30 days of filing); or (iv) makes an assignment for the benefit of its creditors, and (d) by either party upon at least 30 days prior written notice to the other party at any time when there are no outstanding Purchase Orders. Regardless of the reason for termination, Customer shall remain responsible for payment according to the terms and conditions of this Agreement for all Products and Services delivered as of the effective date of termination.

7. Intellectual Property.

7.1 Software. Certain Products sold under this Agreement may include bibliotheca's proprietary software, firmware and documentation ("**bibliotheca Software**") or software and documentation that is not owned by bibliotheca, but which is incorporated into or used with a Product ("**Third Party Software**"). bibliotheca Software includes any error fixes or update provided by bibliotheca as a result of Support and Maintenance Services provided to Customer under this Agreement.

7.2 License to bibliotheca Software. bibliotheca grants to Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable right to use the Bibliotheca software in connection with Customer's use of the specific Product on which it was delivered to Customer. In addition, Customer may print a reasonable number of copies of documentation included with the bibliotheca Software for its internal use. bibliotheca makes no representation or warranty of any kind, express or implied, with respect to any bibliotheca Software. Customer's sole and exclusive remedy for any errors or issues arising in connection with the bibliotheca Software will be as set forth in bibliotheca's then-current Support and Maintenance Policy as applicable to software. Bibliotheca will have no obligation to provide support or maintenance for any software unless Customer is currently purchasing Support and Maintenance services.

7.3 Third Party Software. bibliotheca makes no representation or warranty of any kind, express or implied, with respect to any Third Party Software. Accordingly, bibliotheca shall have no

liability or responsibility whatsoever on account of the failure, malfunction, or use of any Third Party Software, and same are hereby waived by Customer. Any Third Party Software delivered to Customer by bibliotheca is delivered "AS IS" and with "ALL FAULTS". All Third Party Software will be subject to such third party's applicable license terms and conditions for such software, a copy of which is available to Customer upon request from such third party, contained in such third party's software installation package, and/or available on such third party's website. Customer hereby agrees to comply with and be bound by such license terms and conditions.

7.4 Restrictions. Customer will not (a) download, de-install or otherwise use any bibliotheca Software or Third Party Software separate from the Product on which it was delivered; (b) modify, translate, disassemble, reverse engineer or create derivative works of the bibliotheca Software or Third Party Software, or sublicense or distribute the bibliotheca Software or firmware or the accompanying documentation in any form to any person; or (c) remove any proprietary notice, labels, or marks on the bibliotheca Software, documentation or Products. Library agrees to reproduce all copyright and proprietary rights notices included in any documentation that it prints.

7.5 Reservation of Rights. All bibliotheca Software and Third Party Software is licensed and not sold. Except for the license rights expressly granted herein, all right, title and interest, including all intellectual property and proprietary rights, in and to the Products, bibliotheca Software and/or Third Party Software remains with and is reserved by bibliotheca and its licensors or suppliers.

8. Support Services; Limited Warranties; Warranty Disclaimers

8.1 Support and Maintenance Services. bibliotheca will use commercially reasonable efforts to provide support and maintenance for Products for one year, beginning on the date of delivery to Customer, in accordance with bibliotheca's then-current Support and Maintenance Policy, the current version of which is located at <https://www.bibliotheca.com/sales-terms-conditions/>. Unless otherwise included in the applicable Quote, Customer may elect to purchase Support and Maintenance Services after the first year at bibliotheca's then-current rates.

8.2 Limited Product Warranty. bibliotheca warrants Products for 1-year following the date of delivery to Customer in accordance with its Limited Product Warranty, the current version of which is located at <https://www.bibliotheca.com/sales-terms-conditions/>.

8.3 Limited Services Warranty. bibliotheca warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. Customer's sole and exclusive remedy for bibliotheca's failure to meet the foregoing limited warranty will be notify bibliotheca in writing within 30 days following delivery of the Services and bibliotheca will use commercially reasonable efforts to correct any defective workmanship at no additional cost to Customer.

8.4 Warranty Disclaimers. ALL PRODUCTS, SOFTWARE AND SERVICES PROVIDED BY bibliotheca UNDER THIS AGREEMENT ARE PROVIDED "AS IS", WITH ALL FAULTS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, bibliotheca MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. bibliotheca DOES NOT WARRANT THAT THE PRODUCTS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

9. Limitation of Liability. IN NO EVENT SHALL BIBLIOTHECA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR BUSINESS INTERRUPTION INCURRED BY Customer OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BIBLIOTHECA'S ENTIRE LIABILITY HERUNDER AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CUSTOMER TO BIBLIOTHECA DURING THE 6 MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM FIRST AROSE.

11. Confidentiality. Any information supplied by bibliotheca in response to Customer's request for quotation and any information provided by bibliotheca regarding the Products and Services (including the Documentation) is confidential information of bibliotheca. Customer will not use any bibliotheca confidential information for any purpose other than to evaluate bibliotheca's proposal and as strictly necessary to exercise the rights granted herein to any Products or Services.

12. General

12.1 Governing Law; Venue; Jurisdiction. Any claim or dispute arising from, or relating to, this Agreement will be governed by the laws of the State of Georgia, U.S.A., without regard to its conflicts of law provisions. The UN Convention on the International Sale of Goods (1980, as amended from time to time) will not apply to this Agreement or any transaction relating thereto. Library irrevocably agrees to exclusive venue and personal jurisdiction in the courts in Fulton County, Georgia. If either party institutes any legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs (including fees and costs of experts).

12.2 Assignment. Library may not assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without bibliotheca's prior written consent. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

12.3 Waiver; Enforceability; Notices. The waiver of any provision or default of this Agreement will not constitute a waiver of any other provision or default. If any provision of this Agreement is deemed to be unenforceable, the remaining provisions will remain in full force and effect. Any notices or other communication under this Agreement must be in writing and delivered in person or sent by first class mail or overnight courier to the address for the recipient specified above, or as changed through written notice to the other party. Either party may from time to time give the other party notice of such change in address in accordance with this section. This Agreement may be executed by facsimile and in counterparts, which together will constitute one and the same agreement. Each party agrees that it has not relied on any representation, warranty, or provision not expressly stated herein and that no oral statement has been made to either party in any way tends to waive any of these terms.

12.4 Force Majeure. bibliotheca shall not be liable for any delays or failure to perform with respect to this Agreement due to acts of God, terrorism, war, riots, labor or materials shortages, or other causes beyond its reasonable control. ("Force Majeure") If bibliotheca determines that its ability to supply the total demand for the Products is hindered, limited or made impracticable due to a Force Majeure event, bibliotheca may allocate its available supply of Products or such

material (without obligation to acquire other supplies of any such Products or materials) among itself and its customers on such basis as bibliotheca determines to be equitable without liability for any failure or performance which may result therefrom.

12.5 Remedies. Except as otherwise expressly provided herein, no remedy conferred hereunder is intended to be exclusive of any other remedy now or hereafter provided under this Agreement, or at law or in equity, and the election of any one or more such available remedies by any of the parties will not constitute a waiver of the right of such party to other available remedies. Customer is solely responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs.

12.6 Relationship of Parties; Entire Agreement. This Agreement (which includes all Exhibits): (a) is non-exclusive, (b) constitutes the parties' entire agreement with respect to the subject matter hereof, and (c) may be amended only by a writing signed by both parties, and (d) does not create any partnership, joint venture or agency relationship between the parties. No modification shall be affected by bibliotheca's receipt or acceptance of Customer's purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein, all of which are objected to by bibliotheca. The parties are independent contractors. Neither party has any power or authority to bind the other party. This Agreement will not create the relationship of agency, employment, partnership, franchise, joint venture, or any similar other relationship. Each party will be responsible for all income taxes, unemployment taxes, social security, workers' compensation insurance, and other taxes, expenses or deductions arising from its performance. This Agreement is intended solely for the benefit of the parties hereto, and does not confer upon any third party the status of a third-party beneficiary. The terms "include," "includes," and "including," mean "include but are not limited to," "includes but is not limited to," and "including, but not limited to," respectively. The respective obligations of the Customer and bibliotheca which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, the obligations regarding any outstanding payment, taxes, , confidentiality, warranty, warranty disclaimers and limitations of liability, shall survive termination or expiration. bibliotheca will have the right to issue a press release describing, and otherwise publicly disclose, the general relationship of the parties. Bibliotheca shall request permission from Customer to use the name and logo of Customer in promotional materials, including on its website.

By the signature of its respective authorized representative, each of the parties agrees to be bound by this Agreement.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14F1B4AA5F6A44A

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya Grier

EEC476C484648D...

Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Francesca Black

AEB9CE7BDC5248A...

Office of the County Attorney
APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman

94183FCA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:

bibliotheca, LLC

DocuSigned by:

Michael Burstein

Michael Burstein

CFO

By signing above I attest that I am an authorized signer for the company

2022-0050

1/19/2022

xxx

xxx

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
--	--

Exhibit 1: Quote for applicable Products and Services and Pricing

Quotes will be supplied as products or service are requested

Quote Date: 2/14/2022
 Quote Number: QUO-167644-W8S6



Service & Maintenance/Extended Warranty Quote

Invoice To:

Atlanta-Fulton Public Library System - Main (GA) - Atlanta-Fulton Public Library System
 Brazos Price
 One Margaret Mitchell Sq.

Atlanta GA 30303-1089
 US

brazos.price@fultoncountyga.gov

Tel: 404-697-3796

System Main Location:

Atlanta-Fulton Public Library System - Main (GA) -
 Atlanta-Fulton Public Library System
 Brazos Price

One Margaret Mitchell Sq.

Atlanta GA 30303-1089

US

Contract Number: US--142923-K5F9
 Term: 3/1/2022 - 2/28/2023
 Annual Service Renewal - Phase 1

Item ID	Item Type	Quantity	Sale Price (USD)	Sub Total
SUP000002-000-US	ANNUAL SUPPORT & MAINTENANCE Contract Term: Mar 01, 2022 - Feb 28, 2023	1.000	\$302,487.78	\$302,487.78
			Total (Less Sales Tax):	\$302,487.78

bibliotheca Contact:

Contract Team
 Service-renewals-us@bibliotheca.com
 Tel: 800-328-0067

Terms & Conditions:

Service and Maintenance prices exclude any applicable sales tax. If tax-exempt, a copy of Tax Exemption Certificate is required with Purchase Order for all tax-exempt customers.

Terms are NET 30 Days from Date of Invoice.

Quotes are good for 180 days.

Quote Date: 2/14/2022
 Quote Number: QUO-167644-W8S6



Service & Maintenance/Extended Warranty Quote

Location	Asset Name	Serial #	Start Date	End Date	Price
Atlanta-Fulton Public Library System - Main (GA)	libraryConnect devices, 1 year subscription, +51 devices	ATL-License	3/1/2022	2/28/2023	\$9,999.00
Atlanta-Fulton Public Library System - Main (GA)	Comprise Merchant Account per year (24)	24 Merchant Accounts	3/1/2022	2/28/2023	\$18,918.91
Atlanta-Fulton Public Library System, Peachtree	RFID workstation shielded	5979696	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Peachtree	RFID workstation shielded	5979695	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Peachtree	RFID workstation shielded	5979694	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System - Main (GA)	RFID workstation shielded	5979722	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System - Main (GA)	RFID workstation shielded	5979700	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System - Main (GA)	RFID workstation shielded	5979699	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System - Main (GA)	RFID workstation shielded	5979698	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System - Main (GA)	RFID workstation shielded	5979697	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System - Main (GA)	RFID workstation shielded	6231809	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System - Main (GA)	RFID workstation shielded	6231790	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System - Main (GA)	RFID workstation shielded	6231575	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System - Main (GA)	Comprise Software SYSTEM License	Comprise	3/1/2022	2/28/2023	\$86,176.65
Atlanta-Fulton Public Library System, Alpharetta	"Alpha Case" Self-serve Countertop Release Station	bib010212	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Alpharetta	SmartMoney Manager POS Cash Drawer incl Receipts (1)	Q3076000XX	3/1/2022	2/28/2023	\$573.32
Atlanta-Fulton Public Library System, Alpharetta	SMM Comprise SmartPay Terminal	234150600056	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, Alpharetta	SMM Comprise SmartPay Terminal	234141000091	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, Alpharetta	staffConnect gate Individual License	SCG-Alpharetta	3/1/2022	2/28/2023	\$99.00
Atlanta-Fulton Public Library System, Alpharetta	"Alpha Case" Self-serve Countertop Release Station	bib022028	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Alpharetta	smartgate™ 400 Double - Gate VII Double	bib022027	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Alpharetta	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0077492	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	SmartMoney Manager POS Cash Drawer incl Receipts	Q307600068	3/1/2022	2/28/2023	\$573.32
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	SmartMoney Manager POS Cash Drawer incl Receipts	Q307600070	3/1/2022	2/28/2023	\$573.32
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	SMM Comprise SmartPay Terminal	234160100097	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	SMM Comprise SmartPay Terminal	234160100100	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, South Fulton	SMM Comprise SmartPay Terminal	2341603000XX	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, South Fulton	SmartMoney Manager POS Cash Drawer incl Receipts	Q3076000XX	3/1/2022	2/28/2023	\$573.32
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	staffConnect gate Individual License	SCG-Auburn	3/1/2022	2/28/2023	\$99.00
Atlanta-Fulton Public Library System, South Fulton	staffConnect gate Individual License	SCG-South Fulton	3/1/2022	2/28/2023	\$99.00
Atlanta-Fulton Public Library System, South Fulton	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0090560	3/1/2022	2/28/2023	\$1,749.00

Quote Date: 2/14/2022
 Quote Number: QUO-167644-W8S6



Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, South Fulton	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0090566	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, South Fulton	Comprise smartpay terminal for SC400	234160300079	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, South Fulton	Comprise smartpay terminal for SC400	234160300076	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, South Fulton	smartgate™ 400 Dual Aisle Security Gate	5583966	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, South Fulton	RFID Workstation Shielded (USB)	5450398	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, South Fulton	RFID Workstation Shielded (USB)	bib021982	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, South Fulton	RFID Workstation Shielded (USB)	5450369	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, South Fulton	RFID Workstation Shielded (USB)	5450404	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, South Fulton	RFID Workstation Shielded (USB)	5450405	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	smartgate™ 400 Dual Aisle Security Gate	5317308	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	smartgate™ 400 Dual Aisle Security Gate	5317310	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	RFID workstation shielded	5391292	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, South Fulton	smartsort™ 100 Systems 7-bin Sorter	AFPL-ITG100-7	3/1/2022	2/28/2023	\$14,674.81
Atlanta-Fulton Public Library System, Wolf Creek	SMM Comprise SmartPay Terminal	234141000035	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, Palmetto	SMM Comprise SmartPay Terminal	2341406M1050	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, East Roswell	SMM Comprise SmartPay Terminal	234141100085	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, Milton	SMM Comprise SmartPay Terminal	234150400061	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, Northwest	SMM Comprise SmartPay Terminal	234150400065	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, Metropolitan	SMM Comprise SmartPay Terminal	234150600100	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, Southeast	SMM Comprise SmartPay Terminal	234160100092	3/1/2022	2/28/2023	\$954.18
Atlanta-Fulton Public Library System, East Roswell	staffConnect gate Individual License	SCG-East Roswell	3/1/2022	2/28/2023	\$99.00
Atlanta-Fulton Public Library System, Milton	staffConnect gate Individual License	SCG-Milton	3/1/2022	2/28/2023	\$99.00
Atlanta-Fulton Public Library System, Metropolitan	staffConnect gate Individual License	SCG-Metropolitan	3/1/2022	2/28/2023	\$99.00
Atlanta-Fulton Public Library System, Northwest	staffConnect gate Individual License	SCG-Northwest	3/1/2022	2/28/2023	\$99.00
Atlanta-Fulton Public Library System, Palmetto	staffConnect gate Individual License	SCG-Palmetto	3/1/2022	2/28/2023	\$99.00
Atlanta-Fulton Public Library System, Southeast	staffConnect gate Individual License	SCG-Southeast	3/1/2022	2/28/2023	\$99.00
Atlanta-Fulton Public Library System, Northwest	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099558	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Palmetto	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099589	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, East Roswell	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0090134	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Wolf Creek	staffConnect gate Individual License	SCG-Wolf Creek	3/1/2022	2/28/2023	\$99.00
Atlanta-Fulton Public Library System, Wolf Creek	"Alpha Case" Self-serve Countertop Release Station	P1 bib022059	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Palmetto	"Alpha Case" Self-serve Countertop Release Station	bib022057	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Palmetto	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0066091	3/1/2022	2/28/2023	\$1,749.00

Quote Date: 2/14/2022
 Quote Number: QUO-167644-W8S6



Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, Palmetto	Comprise smartpay terminal for SC400	234141000091	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Wolf Creek	smartgate™ 400 Single	P1 bib022055	3/1/2022	2/28/2023	\$1,299.00
Atlanta-Fulton Public Library System, Palmetto	smartgate™ 400 Triple	ATL-SG400-01	3/1/2022	2/28/2023	\$1,999.00
Atlanta-Fulton Public Library System, East Roswell	"Alpha Case" Self-serve Countertop Release Station	bib022053	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, East Roswell	smartgate™ 400 Double - Gate VII Double	bib022051	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Wolf Creek	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0065750	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, East Roswell	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0066682	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, East Roswell	comprise smartpay terminal for SS400	234141100075	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Northwest	"Alpha Case" Self-serve Countertop Release Station	bib022045	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, East Roswell	comprise smartpay terminal for SS400	234141100071	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Northwest	smartserve™ 400 Freestanding Kiosk	0074562	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Northwest	smartserve™ 400 coin and bill payment	bib022041	3/1/2022	2/28/2023	\$249.00
Atlanta-Fulton Public Library System, Northwest	smartgate™ 400 Double - Gate VII Double	bib022040	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Northwest	smartstation™ 200 new Full-shielded STF USB	bib021758	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northwest	smartsort™ 100 Systems 7-bin Sorter	amh-afplnw300-0701	3/1/2022	2/28/2023	\$14,674.81
Atlanta-Fulton Public Library System, Milton	smartgate™ 400 Double - Gate VII Double	bib022037	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Milton	smartstation™ 200 new Full-shielded STF USB	bib021753	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Milton	"Alpha Case" Self-serve Countertop Release Station	bib022036	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Milton	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0074569	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Milton	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0074559	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Milton	smartsort™ 100 Systems 7-bin Sorter	AMH-MILTON-100-0501	3/1/2022	2/28/2023	\$14,674.81
Atlanta-Fulton Public Library System, Alpharetta	smartsort™ 100 Systems 7-bin Sorter	amh-afpla100-0701	3/1/2022	2/28/2023	\$14,674.81
Atlanta-Fulton Public Library System, Alpharetta	smartstation™ 200 new Full-shielded STF USB	bib021765	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Alpharetta	smartgate™ 400 Double - Gate VII Double	bib022019	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Alpharetta	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0074553	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Alpharetta	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0077507	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Metropolitan	"Alpha Case" Self-serve Countertop Release Station	bib022014	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Metropolitan	smartgate™ 400 Double - Gate VII Double	bib022012	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Metropolitan	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0077540	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Metropolitan	smartsort™ 100 Systems 7-bin Sorter	bib022009	3/1/2022	2/28/2023	\$14,674.81
Atlanta-Fulton Public Library System, Metropolitan	smartstation™ 200 new Full-shielded STF USB	bib021748	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Metropolitan	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0077536	3/1/2022	2/28/2023	\$1,749.00

Quote Date: 2/14/2022
 Quote Number: QUO-167644-W8S6



Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, Northwest	comprise smartpay terminal for SS400	234150400067	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Northwest	comprise smartpay terminal for SS400	234150400069	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Milton	comprise smartpay terminal for SS400	234150500001	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Alpharetta	comprise smartpay terminal for SS400	234150200049	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Milton	comprise smartpay terminal for SS400	234150500007	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Alpharetta	comprise smartpay terminal for SS400	234150200046	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Alpharetta	comprise smartpay terminal for SS400	234150200048	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Metropolitan	Comprise smartpay terminal for SC400	234150600094	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Metropolitan	Comprise smartpay terminal for SC400	234150600098	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Metropolitan	SmartMoney Manager POS Cash Drawer incl Receipts	Q3076000XX	3/1/2022	2/28/2023	\$573.32
Atlanta-Fulton Public Library System, Northwest	SmartMoney Manager POS Cash Drawer incl Receipts	SMM POS NW	3/1/2022	2/28/2023	\$573.32
Atlanta-Fulton Public Library System, Wolf Creek	SmartMoney Manager POS Cash Drawer incl Receipts	Q3076000XX	3/1/2022	2/28/2023	\$573.32
Atlanta-Fulton Public Library System, Palmetto	SmartMoney Manager POS Cash Drawer incl Receipts	NC22230145	3/1/2022	2/28/2023	\$573.32
Atlanta-Fulton Public Library System, East Roswell	SmartMoney Manager POS Cash Drawer incl Receipts	Q3076000XX (0604650091)	3/1/2022	2/28/2023	\$573.32
Atlanta-Fulton Public Library System, Alpharetta	SmartMoney Manager POS Cash Drawer incl Receipts (2)	Q3076000XX	3/1/2022	2/28/2023	\$573.32
Atlanta-Fulton Public Library System, Milton	SmartMoney Manager POS Cash Drawer incl Receipts	Q3076000XX	3/1/2022	2/28/2023	\$573.32
Atlanta-Fulton Public Library System, Wolf Creek	smartgate™ 400 Double - Gate VII Double	P1 bib021998	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Alpharetta	smartstation™ 200 new Full-shielded STF USB	bib021764	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Wolf Creek	smartsort™ 100 Systems 7-bin Sorter	amh-afplwc100-0701	3/1/2022	2/28/2023	\$14,674.81
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	smartgate™ 400 Dual Aisle Security Gate	5317309	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	RFID workstation shielded	5450210	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	RFID workstation shielded	5450316	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	RFID workstation shielded	5450331	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	RFID workstation shielded	5391208	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	RFID workstation shielded	5391145	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Auburn Avenue Research Library	RFID workstation shielded	5391277	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Wolf Creek	smartstation™ 200 new Full-shielded STF USB	P1 bib021740	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Wolf Creek	smartstation™ 200 new Full-shielded STF USB	P1 bib021739	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Wolf Creek	smartstation™ 200 new Full-shielded STF USB	P1 bib021738	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Wolf Creek	smartstation™ 200 new Full-shielded STF USB	P1 bib021700	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Palmetto	smartstation™ 200 new Full-shielded STF USB	bib021743	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Palmetto	smartstation™ 200 new Full-shielded STF USB	bib021742	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Metropolitan	smartstation™ 200 new Full-shielded STF USB	bib021747	3/1/2022	2/28/2023	\$79.00

Quote Date: 2/14/2022
 Quote Number: QUO-167644-W8S6



Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, Metropolitan	smartstation™ 200 new Full-shielded STF USB	bib021746	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Metropolitan	smartstation™ 200 new Full-shielded STF USB	bib021745	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Metropolitan	smartstation™ 200 new Full-shielded STF USB	bib021744	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Milton	smartstation™ 200 new Full-shielded STF USB	bib021752	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Milton	smartstation™ 200 new Full-shielded STF USB	bib021751	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Milton	smartstation™ 200 new Full-shielded STF USB	bib021750	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Milton	smartstation™ 200 new Full-shielded STF USB	bib021749	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northwest	smartstation™ 200 new Full-shielded STF USB	bib021757	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northwest	smartstation™ 200 new Full-shielded STF USB	bib021756	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northwest	smartstation™ 200 new Full-shielded STF USB	bib021755	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northwest	smartstation™ 200 new Full-shielded STF USB	bib021754	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Alpharetta	smartstation™ 200 new Full-shielded STF USB	bib021763	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Alpharetta	smartstation™ 200 new Full-shielded STF USB	bib021762	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Alpharetta	smartstation™ 200 new Full-shielded STF USB	bib021761	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Alpharetta	smartstation™ 200 new Full-shielded STF USB	bib021760	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Alpharetta	smartstation™ 200 new Full-shielded STF USB	bib021759	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Roswell	smartstation™ 200 new Full-shielded STF USB	6618155	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northwest	smartstation™ 200 new Full-shielded STF USB	P1 bib021758	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Roswell	smartstation™ 200 new Full-shielded STF USB	bib021977	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Roswell	smartstation™ 200 new Full-shielded STF USB	bib021975	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Roswell	smartstation™ 200 new Full-shielded STF USB	bib021976	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Roswell	smartstation™ 200 new Full-shielded STF USB	bib021972	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Roswell	smartstation™ 200 new Full-shielded STF USB	bib021973	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Roswell	smartstation™ 200 new Full-shielded STF USB	bib021974	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Palmetto	Comprise smartpay terminal for SC400	23414100001	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, East Roswell	comprise smartpay terminal for SS400	234141100079	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Palmetto	smartstation™ 200 new Full-shielded STF USB	bib021741	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Roswell	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0074568	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Wolf Creek	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0065749	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Wolf Creek	smartstation™ 200 new Full-shielded STF USB	P1 bib021699	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Wolf Creek	comprise smartpay terminal for SS400	234140710001	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Wolf Creek	comprise smartpay terminal for SS400	234140710010	3/1/2022	2/28/2023	\$785.00

Quote Date: 2/14/2022
 Quote Number: QUO-167644-W8S6



Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, Southeast	smartstation™ 200 Shielded Staff Station (USB)	bib021995	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Southeast	smartstation™ 200 Shielded Staff Station (USB)	bib021996	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Southeast	smartstation™ 200 Shielded Staff Station (USB)	bib021997	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Southeast	smartstation™ 200 Shielded Staff Station (USB)	bib021992	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Southeast	smartstation™ 200 Shielded Staff Station (USB)	bib021993	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Southeast	smartserve™ 400 Self-Checkout Freestanding Kiosk (Black)	0084462	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Southeast	smartserve™ 400 Self-Checkout Freestanding Kiosk (Black)	0084461	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Southeast	smartserve™ 400 coin and bill payment	bib021990	3/1/2022	2/28/2023	\$249.00
Atlanta-Fulton Public Library System, Southeast	smartserve™ 400 coin and bill payment	bib021991	3/1/2022	2/28/2023	\$249.00
Atlanta-Fulton Public Library System, Southeast	Comprise smartpay terminal for SC400	234160100115	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Southeast	Comprise smartpay terminal for SC400	234160100120	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Southeast	smartgate™ 400 Dual Aisle Security Gate	5317401	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Southeast	SmartMoney Manager POS Cash Drawer incl Receipts	SMM POS SE	3/1/2022	2/28/2023	\$573.32

Quote Date: 2/14/2022
Quote Number: QUO-167644-W8S6



Service & Maintenance/Extended Warranty Quote

Terms & Conditions Continued:

WHAT IS COVERED:

Hardware: In consideration of payment of the agreement price, Bibliothecca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliothecca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliothecca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliothecca is notified that the Equipment is not in good working order. Bibliothecca will provide a toll-free telephone number for Customer to place, and Bibliothecca will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliothecca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliothecca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliothecca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliothecca.

Software: In consideration of payment of the agreement price, Bibliothecca will furnish over-the-phone software support and remote troubleshooting of the Bibliothecca Software specified in this agreement as well as updates necessary to maintain the Bibliothecca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliothecca Software is installed and used as directed. Bibliothecca agrees to provide:

- All software configuration modifications Bibliothecca deems necessary to maintain the Bibliothecca Software in good working order
- Bibliothecca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliothecca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliothecca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliothecca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliothecca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliothecca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliothecca or its authorized distributor(s), (xv) modification, or repair of the Bibliothecca Software by other than Bibliothecca authorized personnel; (xvi) use of the Bibliothecca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliothecca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliothecca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliothecca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

Quote Date: 2/14/2022
 Quote Number: QUO-167645-C6X2



Service & Maintenance/Extended Warranty Quote

Invoice To:

Atlanta-Fulton Public Library System - Main (GA) - Atlanta-Fulton Public Library System
 Brazos Price
 One Margaret Mitchell Sq.

Atlanta GA 30303-1089
 US

brazos.price@fultoncountyga.gov

Tel: 404-697-3796

System Main Location:

Atlanta-Fulton Public Library System - Main (GA) -
 Atlanta-Fulton Public Library System
 Brazos Price

One Margaret Mitchell Sq.

Atlanta GA 30303-1089

US

Contract Number: US--142922-X7V0
 Term: 3/1/2022 - 2/28/2023
 Annual Service Renewal - Phase 2 - Consolidated

Item ID	Item Type	Quantity	Sale Price (USD)	Sub Total
SUP000002-000-US	ANNUAL SUPPORT & MAINTENANCE Contract Term: Mar 01, 2022 - Feb 28, 2023	1.000	\$288,734.76	\$288,734.76

Total
(Less Sales Tax): \$288,734.76

bibliotheca Contact:

Contract Team
 Service-renewals-us@bibliotheca.com
 Tel: 800-328-0067

Terms & Conditions:

Service and Maintenance prices exclude any applicable sales tax. If tax-exempt, a copy of Tax Exemption Certificate is required with Purchase Order for all tax-exempt customers.

Terms are NET 30 Days from Date of Invoice.

Quotes are good for 180 days.

Quote Date: 2/14/2022
 Quote Number: QUO-167645-C6X2



Service & Maintenance/Extended Warranty Quote

Location	Asset Name	Serial #	Start Date	End Date	Price
Atlanta-Fulton Public Library System, East Atlanta	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900085	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, East Atlanta	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900086	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Northside	selfCheck 1000/500 Comprise smart terminal (integrated)	Subscription	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Northside	selfCheck 1000/500 Comprise smart terminal (integrated)	Subscription	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Ocee	RFID workstation shielded	6008492	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Sandy Springs	FLX AMH System	FLX-US-00034-001	3/1/2022	2/28/2023	\$20,028.15
Atlanta-Fulton Public Library System, College Park	Alpha Case Unlocking Station (with RFID workstation shielded)	6008468	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, College Park	RFID workstation shielded	6008767	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, College Park	RFID workstation shielded	6008835	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, College Park	RFID workstation shielded	6008809	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, College Park	RFID workstation shielded	6008500	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, College Park	RFID gate Buried cable, 1 aisle	5841842	3/1/2022	2/28/2023	\$1,299.00
Atlanta-Fulton Public Library System, College Park	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900091	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, College Park	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900092	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, College Park	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099564	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, College Park	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099566	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, College Park	RFID gate Buried cable, 1 aisle	5916659	3/1/2022	2/28/2023	\$1,299.00
Atlanta-Fulton Public Library System, Adams Park	Alpha Case Unlocking Station (with RFID workstation shielded)	6008465	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Adams Park	RFID workstation shielded	6008760	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Adams Park	RFID workstation shielded	6008761	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Adams Park	RFID workstation shielded	6008535	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Adams Park	RFID gate Buried cable, 2 aisle	5915996	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Adams Park	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900066	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Adams Park	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900067	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Adams Park	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099552	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Adams Park	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099556	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	Alpha Case Unlocking Station (with RFID workstation shielded)	5979481	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	RFID workstation shielded	5979830	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	RFID workstation shielded	5979839	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	RFID workstation shielded	6008538	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	RFID workstation shielded	6008728	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	RFID workstation shielded	6008836	3/1/2022	2/28/2023	\$79.00

Quote Date: 2/14/2022
 Quote Number: QUO-167645-C6X2



Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, Cascade (previously Southwest)	RFID workstation shielded	6008615	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	RFID workstation shielded	6008474	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Roswell	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900072	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Roswell	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900075	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, East Point	RFID workstation shielded	6008788	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Point	RFID workstation shielded	6008775	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Point	RFID workstation shielded	6008812	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Point	RFID workstation shielded	6008510	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Fairburn	RFID workstation shielded	6008528	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Fairburn	RFID workstation shielded	6008822	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Fairburn	RFID workstation shielded	6008787	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Fairburn	Alpha Case Unlocking Station (with RFID workstation shielded)	5979833	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Fairburn	RFID workstation shielded	6008811	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, West End	Alpha Case Unlocking Station (with RFID workstation shielded)	6008790	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, West End	RFID workstation shielded	6008826	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, West End	RFID workstation shielded	6008845	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, West End	RFID workstation shielded	6008617	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, West End	RFID workstation shielded	6008618	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Sandy Springs	Alpha Case Unlocking Station (with RFID workstation shielded)	5979834	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Sandy Springs	RFID workstation shielded	6008511	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Sandy Springs	RFID workstation shielded	6021369	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Sandy Springs	RFID workstation shielded	6008841	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Sandy Springs	RFID workstation shielded	6021370	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Sandy Springs	RFID workstation shielded	6008470	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Sandy Springs	RFID workstation shielded	6008532	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Sandy Springs	RFID workstation shielded	6008472	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Dogwood	RFID workstation shielded	6008739	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Dogwood	RFID workstation shielded	6008756	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Dogwood	Alpha Case Unlocking Station (with RFID workstation shielded)	6008620	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Washington Park	Alpha Case Unlocking Station (with RFID workstation shielded)	6008476	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Washington Park	RFID workstation shielded	6008488	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Washington Park	RFID workstation shielded	6008899	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Washington Park	RFID workstation shielded	6008889	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Washington Park	RFID workstation shielded	6008601	3/1/2022	2/28/2023	\$79.00

Quote Date: 2/14/2022
 Quote Number: QUO-167645-C6X2



Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, Kirkwood	Alpha Case Unlocking Station (with RFID workstation shielded)	6008477	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Kirkwood	RFID workstation shielded	6008509	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Kirkwood	RFID workstation shielded	6008776	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Roswell	Alpha Case Unlocking Station (with RFID workstation shielded)	6008473	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Roswell	RFID workstation shielded	6008530	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Roswell	RFID workstation shielded	6008501	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Roswell	RFID workstation shielded	6008527	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Ocee	RFID workstation shielded	6008810	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Ocee	RFID workstation shielded	5979845	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Ocee	RFID workstation shielded	6008464	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Ocee	RFID workstation shielded	6008837	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Ocee	Alpha Case Unlocking Station (with RFID workstation shielded)	5979809	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Ocee	RFID workstation shielded	6008745	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Ocee	RFID workstation shielded	6008867	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northside	RFID workstation shielded	6008895	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Mechanicsville	RFID workstation shielded	6008759	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Mechanicsville	RFID workstation shielded	6008778	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Roswell	RFID workstation shielded	6008469	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Roswell	RFID workstation shielded	6008742	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Roswell	RFID workstation shielded	6008529	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Roswell	RFID workstation shielded	6008619	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Mechanicsville	RFID workstation shielded	6008611	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Mechanicsville	RFID workstation shielded	5979847	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northside	RFID workstation shielded	6008741	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northside	RFID workstation shielded	6008503	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northside	Alpha Case Unlocking Station (with RFID workstation shielded)	6008467	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Northside	RFID workstation shielded	6008753	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northside	RFID workstation shielded	6008613	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Mechanicsville	Alpha Case Unlocking Station (with RFID workstation shielded)	5979832	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, West End	RFID gate Buried cable, 1 aisle	5886649	3/1/2022	2/28/2023	\$1,299.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	RFID gate Buried cable, 2 aisle	5841844	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Sandy Springs	RFID gate Buried cable, 2 aisle	5886642	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Sandy Springs	RFID gate Buried cable, 2 aisle	5886650	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Dogwood	RFID gate Buried cable, 2 aisle	5886651	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Washington Park	RFID gate Buried cable, 1 aisle	5916125	3/1/2022	2/28/2023	\$1,299.00
Atlanta-Fulton Public Library System, Kirkwood	RFID gate Buried cable, 1 aisle	5915658	3/1/2022	2/28/2023	\$1,299.00
Atlanta-Fulton Public Library System, Northside	RFID gate Buried cable, 2 aisle	5916052	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Ocee	RFID gate Buried cable, 2 aisle	5916122	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Mechanicsville	RFID gate Buried cable, 1 aisle	5916124	3/1/2022	2/28/2023	\$1,299.00
Atlanta-Fulton Public Library System, Roswell	RFID gate Buried cable, 2 aisle	5886648	3/1/2022	2/28/2023	\$1,499.00

Quote Date: 2/14/2022
 Quote Number: QUO-167645-C6X2



Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, Roswell	RFID gate Buried cable, 2 aisle	5915985	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Fairburn	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900058	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Fairburn	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900078	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, East Point	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900059	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, West End	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900064	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, West End	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900069	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Dogwood	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900073	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Dogwood	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900044	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900071	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900079	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Sandy Springs	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900077	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Ocee	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900045	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Ocee	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900043	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Roswell	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900080	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Kirkwood	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900074	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Kirkwood	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900050	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Sandy Springs	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900056	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Sandy Springs	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900057	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Sandy Springs	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900076	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Mechanicsville	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900055	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Washington Park	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900042	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Washington Park	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900065	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, East Point	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900060	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900041	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Mechanicsville	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900048	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Ocee	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900070	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	FLX AMH System	FLX-US-00037-001	3/1/2022	2/28/2023	\$20,942.20
Atlanta-Fulton Public Library System, Adamsville-Collier Heights	RFID workstation shielded	6021371	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Adamsville-Collier Heights	RFID workstation shielded	6008868	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Adamsville-Collier Heights	RFID workstation shielded	6021372	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Adamsville-Collier Heights	RFID workstation shielded	6008762	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	RFID workstation shielded	6008872	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	RFID workstation shielded	6008763	3/1/2022	2/28/2023	\$79.00

Quote Date: 2/14/2022
 Quote Number: QUO-167645-C6X2



Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	RFID workstation shielded	6008738	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	Alpha Case Unlocking Station (with RFID workstation shielded)	6008493	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	RFID workstation shielded	6008858	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	RFID workstation shielded	6008847	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	RFID workstation shielded	6008531	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	Alpha Case Unlocking Station (with RFID workstation shielded)	6008475	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Cleveland Avenue	RFID workstation shielded	6008789	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Cleveland Avenue	Alpha Case Unlocking Station (with RFID workstation shielded)	5979872	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Ponce de Leon	RFID workstation shielded	6008892	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Ponce de Leon	RFID workstation shielded	6008871	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Ponce de Leon	RFID workstation shielded	6008471	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Ponce de Leon	Alpha Case Unlocking Station with RFID workstation shielded	5979831	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Ponce de Leon	RFID workstation shielded	6008709	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Buckhead	RFID workstation shielded	6008891	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Buckhead	RFID workstation shielded	6008838	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Buckhead	RFID workstation shielded	6008766	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Buckhead	RFID workstation shielded	6008860	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Buckhead	RFID workstation shielded	6008864	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Buckhead	Alpha Case Unlocking Station (with RFID workstation shielded)	6008740	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, East Atlanta	RFID workstation shielded	6008840	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Atlanta	RFID workstation shielded	6008887	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Cleveland Avenue	RFID workstation shielded	6008846	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Atlanta	RFID workstation shielded	6008604	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Atlanta	RFID workstation shielded	6008616	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, East Atlanta	Alpha Case Unlocking Station (with RFID workstation shielded)	5979835	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Cleveland Avenue	RFID workstation shielded	6008727	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Adamsville-Collier Heights	Alpha Case Unlocking Station (with RFID workstation shielded)	6008526	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Buckhead	RFID workstation shielded	6008443	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Buckhead	RFID workstation shielded	6008539	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Adamsville-Collier Heights	RFID gate Buried cable, 2 aisle	5915986	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Cleveland Avenue	RFID gate Buried cable, 2 aisle	5841843	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, East Atlanta	RFID gate Buried cable, 2 aisle	5916123	3/1/2022	2/28/2023	\$1,499.00

Quote Date: 2/14/2022
 Quote Number: QUO-167645-C6X2

Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, Buckhead	RFID gate Buried cable, 2 aisle	5916126	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	RFID gate Buried cable, 2 aisle	5886620	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Ponce de Leon	RFID gate Buried cable, 2 aisle	5841856	3/1/2022	2/28/2023	\$1,499.00
Atlanta-Fulton Public Library System, Ponce de Leon	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900093	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Ponce de Leon	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900094	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Buckhead	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900011	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900081	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Cleveland Avenue	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900062	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Adamsville-Collier Heights	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900061	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Adamsville-Collier Heights	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900063	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Cleveland Avenue	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900068	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900082	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900083	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Buckhead	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900046	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Buckhead	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900047	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900084	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Roswell	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900049	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Ocee	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900090	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, East Point	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099561	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, East Point	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099562	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Fairburn	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099569	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Fairburn	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099575	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Ocee	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099089	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Ocee	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099088	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Dogwood	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099568	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Dogwood	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099090	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Kirkwood	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099576	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Kirkwood	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099592	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099570	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099577	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Cascade (previously Southwest)	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099094	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Ocee	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099097	3/1/2022	2/28/2023	\$1,749.00

Quote Date: 2/14/2022
 Quote Number: QUO-167645-C6X2



Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, East Atlanta	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099571	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Ponce de Leon	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099546	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Ponce de Leon	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099590	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Mechanicsville	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099578	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, East Atlanta	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099596	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Ocee	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099591	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Adamsville-Collier Heights	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099597	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Adamsville-Collier Heights	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099594	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Cleveland Avenue	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099549	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Cleveland Avenue	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099593	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Northside	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099559	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Northside	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099599	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099548	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099554	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099550	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Northeast-Spruill Oaks	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099551	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Mechanicsville	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099557	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, West End	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099563	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Buckhead	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099095	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Buckhead	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099091	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Buckhead	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0090138	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, West End	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099567	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Roswell	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099565	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Roswell	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099574	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Roswell	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099547	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Roswell	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099581	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Washington Park	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099093	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Washington Park	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099092	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Sandy Springs	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099555	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Sandy Springs	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099580	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Sandy Springs	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099544	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Sandy Springs	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099553	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Fairburn	RFID gate Buried cable, 1 aisle	5841845	3/1/2022	2/28/2023	\$1,299.00

Quote Date: 2/14/2022
 Quote Number: QUO-167645-C6X2

Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, East Atlanta	RFID gate Buried cable, 1 aisle	5916053	3/1/2022	2/28/2023	\$1,299.00
Atlanta-Fulton Public Library System, Ponce de Leon	FLX AMH System	FLX-US-00040-001	3/1/2022	2/28/2023	\$14,078.14
Atlanta-Fulton Public Library System, Roswell	FLX AMH System	FLX-US-00033-001	3/1/2022	2/28/2023	\$20,942.20
Atlanta-Fulton Public Library System, Ocee	FLX AMH System	FLX-US-00036-001	3/1/2022	2/28/2023	\$20,942.20
Atlanta-Fulton Public Library System, East Point	RFID gate premium (Buried cable), 1 aisle	6199282	3/1/2022	2/28/2023	\$1,949.00
Atlanta-Fulton Public Library System, Hapeville	RFID workstation shielded	6008533	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Hapeville	RFID workstation shielded	6008534	3/1/2022	2/28/2023	\$79.00
Atlanta-Fulton Public Library System, Hapeville	Alpha Case Unlocking Station (with RFID workstation shielded)	6008536	3/1/2022	2/28/2023	\$355.92
Atlanta-Fulton Public Library System, Hapeville	RFID gate Buried cable, 1 aisle	5841846	3/1/2022	2/28/2023	\$1,299.00
Atlanta-Fulton Public Library System, Hapeville	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900087	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Hapeville	selfCheck 1000/500 Comprise smart terminal (integrated)	234170900088	3/1/2022	2/28/2023	\$785.00
Atlanta-Fulton Public Library System, Hapeville	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099545	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Hapeville	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099573	3/1/2022	2/28/2023	\$1,749.00
Atlanta-Fulton Public Library System, Central	selfCheck 1000 black with coin & note (US)	FS-CEN-SCK1000-001	7/9/2022	2/28/2023	\$1,126.07
Atlanta-Fulton Public Library System, Central	selfCheck 1000 black with coin & note (US)	FS-CEN-SCK1000-002	7/9/2022	2/28/2023	\$1,126.07
Atlanta-Fulton Public Library System, Central	selfCheck 1000 black with coin & note (US)	FS-CEN-SCK1000-003	7/9/2022	2/28/2023	\$1,126.07
Atlanta-Fulton Public Library System, Central	selfCheck 1000 black with coin & note (US)	FS-CEN-SCK1000-004	7/9/2022	2/28/2023	\$1,126.07
Atlanta-Fulton Public Library System, Central	selfCheck 1000 black with coin & note (US)	FS-CEN-SCK1000-005	7/9/2022	2/28/2023	\$1,126.07
Atlanta-Fulton Public Library System, Central	selfCheck 1000 black with coin & note (US)	FS-CEN-SCK1000-006	7/9/2022	2/28/2023	\$1,126.07
Atlanta-Fulton Public Library System, Central	selfCheck 1000 black with coin & note (US)	FS-CEN-SCK1000-007	7/9/2022	2/28/2023	\$1,126.07
Atlanta-Fulton Public Library System, Central	selfCheck 1000 black with coin & note (US)	FS-CEN-SCK1000-008	7/9/2022	2/28/2023	\$1,126.07

Quote Date: 2/14/2022
Quote Number: QUO-167645-C6X2



Service & Maintenance/Extended Warranty Quote

Terms & Conditions Continued:

WHAT IS COVERED:

Hardware: In consideration of payment of the agreement price, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

Quote Date: 3/30/2022
 Quote Number: QUO-168905-J6L4



Service & Maintenance/Extended Warranty Quote

Invoice To:

Atlanta-Fulton Public Library System - Main (GA) - Atlanta-Fulton Public Library System
 Brazos Price
 One Margaret Mitchell Sq.

Atlanta GA 30303-1089
 US

Brazos.Price@fultoncountyga.gov

Tel: 404-697-3796

System Main Location:

Atlanta-Fulton Public Library System - Main (GA) -
 Atlanta-Fulton Public Library System
 Brazos Price

One Margaret Mitchell Sq.

Atlanta GA 30303-1089

US

Contract Number: US-31330-H6L1
 Term: 5/18/2022 - 2/28/2023
 Short-Term Service Renewal to join with March 1 at 2023 renewal

Item ID	Item Type	Quantity	Sale Price (USD)	Sub Total
SUP000002-000-US	ANNUAL SUPPORT & MAINTENANCE Contract Term: May 18, 2022 - Feb 28, 2023	1.000	\$24,874.91	\$24,874.91
			Total (Less Sales Tax):	\$24,874.91

bibliotheca Contact:

Contract Team
 Service-renewals-us@bibliotheca.com
 Tel: 800-328-0067

Terms & Conditions:

Service and Maintenance prices exclude any applicable sales tax. If tax-exempt, a copy of Tax Exemption Certificate is required with Purchase Order for all tax-exempt customers.

Terms are NET 30 Days from Date of Invoice.

Quotes are good for 180 days.

Quote Date: 3/30/2022
 Quote Number: QUO-168905-J6L4



Service & Maintenance/Extended Warranty Quote

Location	Asset Name	Serial #	Start Date	End Date	Price
Atlanta-Fulton Public Library System, Martin Luther King Jr.	Alpha Case Unlocking Station (with RFID workstation shielded)	5979823	5/18/2022	2/28/2023	\$279.86
Atlanta-Fulton Public Library System, Martin Luther King Jr.	RFID workstation shielded	6008777	5/18/2022	2/28/2023	\$62.12
Atlanta-Fulton Public Library System, Martin Luther King Jr.	RFID workstation shielded	6008806	5/18/2022	2/28/2023	\$62.12
Atlanta-Fulton Public Library System, Martin Luther King Jr.	RFID workstation shielded	6008610	5/18/2022	2/28/2023	\$62.12
Atlanta-Fulton Public Library System, Martin Luther King Jr.	RFID workstation shielded	6008557	5/18/2022	2/28/2023	\$62.12
Atlanta-Fulton Public Library System, Martin Luther King Jr.	RFID gate Direct Mount, 1 aisle	5915994	5/18/2022	2/28/2023	\$1,021.41
Atlanta-Fulton Public Library System, Martin Luther King Jr.	Comprise Annual Subscription	234170900089	5/18/2022	2/28/2023	\$617.25
Atlanta-Fulton Public Library System, Martin Luther King Jr.	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099598	5/18/2022	2/28/2023	\$1,375.24
Atlanta-Fulton Public Library System, Martin Luther King Jr.	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0099595	5/18/2022	2/28/2023	\$1,375.24
Atlanta-Fulton Public Library System, Peachtree	RFID gate Buried cable, 2 aisle	5841841	7/5/2022	2/28/2023	\$981.54
Atlanta-Fulton Public Library System, Central	Alpha Case Unlocking Station (with RFID workstation shielded)	6008743	7/5/2022	2/28/2023	\$233.05
Atlanta-Fulton Public Library System, Central	Alpha Case Unlocking Station (with RFID workstation shielded)	6008744	7/5/2022	2/28/2023	\$233.05
Atlanta-Fulton Public Library System, Central	Alpha Case Unlocking Station (with RFID workstation shielded)	5979843	7/5/2022	2/28/2023	\$233.05
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008708	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008765	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	5979855	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	5979838	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008859	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008839	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008827	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008768	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	5979857	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	5979479	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008888	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008537	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008773	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008606	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	5979979	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008834	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008445	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008502	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008764	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008713	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008846	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	5979846	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	5979856	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008466	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	6008614	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	5979840	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID workstation shielded	5979842	7/5/2022	2/28/2023	\$51.73
Atlanta-Fulton Public Library System, Central	RFID gate Buried cable, 2 aisle	5916116	7/5/2022	2/28/2023	\$981.54
Atlanta-Fulton Public Library System, Central	RFID gate Buried cable, 3 aisle	5916121	7/5/2022	2/28/2023	\$1,112.50
Atlanta-Fulton Public Library System, Central	Comprise Annual Subscription	234170900095	7/5/2022	2/28/2023	\$514.01
Atlanta-Fulton Public Library System, Central	Comprise Annual Subscription	234170900096	7/5/2022	2/28/2023	\$514.01
Atlanta-Fulton Public Library System, Central	Comprise Annual Subscription	234170900097	7/5/2022	2/28/2023	\$514.01
Atlanta-Fulton Public Library System, Martin Luther King Jr.	SMM Comprise SmartPay Terminal	234170100098	7/5/2022	2/28/2023	\$624.79
Atlanta-Fulton Public Library System, Central	Comprise Annual Subscription	234170900099	7/5/2022	2/28/2023	\$514.01
Atlanta-Fulton Public Library System, Central	Comprise Annual Subscription	234170900100	7/5/2022	2/28/2023	\$514.01

Quote Date: 3/30/2022
 Quote Number: QUO-168905-J6L4



Service & Maintenance/Extended Warranty Quote

Atlanta-Fulton Public Library System, Central	Comprise Annual Subscription	234170900024	7/5/2022	2/28/2023	\$514.01
Atlanta-Fulton Public Library System, Central	Comprise Annual Subscription	234170900025	7/5/2022	2/28/2023	\$514.01
Atlanta-Fulton Public Library System, Central	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0062085	7/5/2022	2/28/2023	\$1,145.24
Atlanta-Fulton Public Library System, Central	smartserve™ 400 Freestanding Kiosk	P1 bib021933	7/5/2022	2/28/2023	\$981.54
Atlanta-Fulton Public Library System, Central	smartserve™ 400 Freestanding Kiosk	P1 bib021932	7/5/2022	2/28/2023	\$981.54
Atlanta-Fulton Public Library System, Central	smartserve™ 400 Freestanding Kiosk	P1 bib021930	7/5/2022	2/28/2023	\$981.54
Atlanta-Fulton Public Library System, Central	smartserve™ 400 Freestanding Kiosk	P1 bib021931	7/5/2022	2/28/2023	\$981.54
Atlanta-Fulton Public Library System, Peachtree	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0090131	7/5/2022	2/28/2023	\$1,145.24
Atlanta-Fulton Public Library System, Peachtree	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0090136	7/5/2022	2/28/2023	\$1,145.24
Atlanta-Fulton Public Library System, Milton	selfCheck 400 Freestanding Kiosk (Black) w/Coin & Bill	0090139	7/5/2022	2/28/2023	\$1,145.24
Atlanta-Fulton Public Library System, Alpharetta	Comprise Annual Subscription	234150600097	7/5/2022	2/28/2023	\$514.01
Atlanta-Fulton Public Library System, Northwest	Comprise Annual Subscription	234150400066	7/5/2022	2/28/2023	\$514.01
Atlanta-Fulton Public Library System, Peachtree	Comprise Annual Subscription	234150400070	7/5/2022	2/28/2023	\$514.01
Atlanta-Fulton Public Library System, Peachtree	Comprise Annual Subscription	234150400063	7/5/2022	2/28/2023	\$514.01

Quote Date: 3/30/2022
Quote Number: QUO-168905-J6L4



Service & Maintenance/Extended Warranty Quote

Terms & Conditions Continued:

WHAT IS COVERED:

Hardware: In consideration of payment of the agreement price, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

**EXHIBIT B
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Legacy Partner shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC.

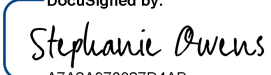
Failure on the part of the Legacy Partner to submit the Statement of Non-Discrimination, as requested, may render the Partner non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Stephanie Owens	Executive Director
(Tracey Lloyd)	(Board Chair)
Name(s)	Title(s)

x _____ (hereinafter "Legacy Partner") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Legacy Partner shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Legacy Partner to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Legacy Partner, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

 A7A2A970827D4AB...
 Signature of Authorized Official

DocuSigned by:

 03A1558B0443467...
 Date

03/21/2022 03/25/2022

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[CONTRACTOR] National Black Arts Festiv

DocuSigned by:
Stephanie Owens
A7A2A970827D4AB...
Stephanie Owens Exec Di
Authorized Signature
Please select Attest or Notary from the checkbox.

ATTEST:

Contracts for Services Staff Check

ATTEST: Attest Notary

DocuSigned by:
Tracey Lloyd
03A1558B0443467...
Tracey Lloyd
Second Authorized Signature

Affix Corporate Seal

ATTEST:



DocuSigned by:
Tonya R. Grier
EEC470C4837648D...
Tonya R. Grier
Clerk to the Commission

Notary Public

(Affix County Seal)



County: _____

Commission Expires: _____

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:
Cheryl Ringer
9C2373DFD63B4FA...
Office of the County Attorney

BOC ITEM: 22-0050

APPROVED January 19, 2022

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.”

APPROVED AS TO CONTENT:

DocuSigned by:
David Manuel
E41CE12C05E74A9...
Director, Fulton County Art Department

RCS

Please select RCS or RM from the checkbox

RM

ITEM#: <u>2022-0050</u> RCS: <u>1/19/2022</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

NBAAF

Stephanie R. Owens

NATIONAL BLACK ARTS™

**CONTRACT FOR SERVICE AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA AND
*National Black Arts Festival***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2022, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **National Black Arts Festival**, (hereinafter referred to as "Legacy Partner"), authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

WHEREAS the Legacy Partner is a non-profit, tax exempt 501 (c) (3) organization that has a mission to connect people the arts and related services being funded under this Contract: and

WHEREAS, the Board of Commissioners, through the approval of the County's budget for 2022 authorized and designated \$200,000.00 to the Legacy Partner to provide arts and related services for the citizens of Fulton County; and

NOW, THEREFORE, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Partner shall not be construed to exceed those services specifically set forth herein. The Partner agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). The Partner agrees to comply with the terms of this contract for services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Legacy Partner Award:

To provide expanded operational resources for programs and activities related to Fulton County. NBAF will present hybrid free/reduced fee performances and collaborative artistic public programming throughout the year to residents in Fulton County, and showcasing the

continuance of our special focus virtual dance/exercise program targeting seniors residing in Fulton County who are participants of programming at the senior centers. We will present programming that will expose, engage, and entertain audiences with performances, master classes, multi-media presentations, film screenings, workshops/demonstrations, exhibits, and more. We are continuing our engagement with Atlanta Public Schools and presenting our arts education programming. To provide expanded operating

II. INDEPENDENT CONTRACTOR

The Partner agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Legacy Partner. Under no circumstances shall the Legacy Partner, its directors, officers, employees, agents, partners, successors, subcontractors, or assignees be deemed employees, agents, partners, successors, subcontractors, assignees, or legal representatives of the County. The Legacy Partner acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Legacy Partner, and if all conditions and requirements are met, the County agrees to pay the Partner the total sum, not to exceed, **Two Hundred Thousand Dollars (\$200,000)** from funds approved and allocated to FCAC's fiscal budgets for 2022. Payment of the contract amount is subject to budget appropriations for 2022 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Legacy Partner exceed the amount specified herein.

A. Payment Schedule

The County shall pay the Legacy Partner the sum specified in Section III above to be disbursed in one (1) installment, provided that the Legacy Partner fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

1. Payment

The Legacy Partner may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the Contract as described in paragraph III (D). The Legacy Partner must comply with all the Contract requirements, which include providing documentation of completion of all services, submitting all reports by the specified dates, complying with the logo and credit requirements, providing documentation of all communication with the BOC, and all the terms and conditions of this Contract.

3. Eligibility for Future Funding Cycles

The Legacy Partner shall not be eligible for future funding, unless the partner complies with all the service award requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of all communication with the Commission, and all of the terms and conditions of this Legacy Partner Award.

B. Required Reports

The Legacy Partner agrees to submit the following two (2) reports by the deadlines specified herein.

1. Progress Report

The Legacy Partner agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than June 3, 2022**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1) (a-f), IV(A)(2) (a-e), IV(A)(3), and IV(B) (1-3) of this Contract for Services.
- c. Documentation of all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

2. Final Report

The Legacy Partner agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2023**. Partners who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1) (a-f), IV (A)(2) (a-e), IV(A)(3), and IV(B) (1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

The Legacy Partner understands that its accounting of expenditures may be subject to audit by the County. The Legacy Partner agrees to retain all records pertaining to the services that are the subject of this Legacy Award for a minimum of three (3) years from the date of execution of this contract for services. The Legacy Partner falling out of compliance but by not submitting a Final Report will be deemed ineligible for future funding.

3. Recognition Strategy for Organizations Receiving \$50,000 or More

To comply with the requirements of Paragraph IV (B)(2), The Legacy Partner Award receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Legacy Partners must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **March 28, 2022**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Legacy Partner for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

4. Contract Compliance

The County designates FCAC as its point of contact, coordinator, and liaison person with the Legacy Partner in the execution of the terms of this service award. Accordingly, the FCAC Director shall assign a staff member to monitor the Legacy Partner's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the partner has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Legacy Partner as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default

as specified in Paragraph XII below and will be ineligible for future contracts with the County.

C. Failure to Submit Reports

The Legacy Partner understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the partner ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Legacy Partner award cycle.

D. Request for Payment

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Legacy Partner shall submit a signed Invoice Form which should contain a statement of certification that the Legacy Partner has complied and/or will comply with all terms and provisions of this Legacy Partner Award. The Partner shall submit (1) one Invoice Form for 100% payment of the contract award by **February 28, 2022**.

IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS

A. Logo and Credit Requirements

22

1. Logo and Credit Line Usage

All Legacy Partners must use the Fulton County Arts & Culture logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County Arts & Culture logo consists of a tree enclosed by a circle, which includes the words “Fulton County” at the bottom. Stacked beside the County symbol is the Department of Arts & Culture component. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the “Fulton County Arts & Culture Logo 2022, Usage Guidelines.”
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Legacy Partners receiving less than \$20,000 must use the following credit line:

"Funding for this program is provided by the Fulton County Board of Commissioners."

- (2) Legacy Partners receiving \$20,000 or more must use the following credit line:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

- f. The Legacy Partners agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

2. Fulton County Support Recognition

The Legacy Partner agrees to recognize the support of the County through the Department of Arts & Culture by complying with the following requirements:

- a. If the Legacy Partner lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Legacy Partner agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When Fulton County is the single largest supporter of the Legacy Partner's programs, Partner agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Legacy Partner agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Legacy Partner agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

3. Verbal Acknowledgment

The Legacy Partner agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all the contracted services as outlined in Paragraph I.

B. Recognition Requirements for Legacy Partners Receiving \$50,000 or More

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Legacy Partner whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Legacy Partner must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County Arts & Culture logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

C. Evidence of Recognition

The Legacy Partner will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the contract for services at the point that non-compliance is identified by the staff of FCAC, and the Legacy Partner may not receive funding in the next three (3) FCAC award cycles.

D. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their

individual addresses using the mailing list provided to the Legacy Partner at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

E. Communication with the Commission

1. Letters to the Commissioners

The Legacy Partner agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than June 3, 2022**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10th Floor, Atlanta, GA 30303.

2. Invitations and other Regular Mailings

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

F. Attendance at Fulton County Events

The Legacy of Partner agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

V. COVID -19 -HEALTH AND FACILITY SAFETY PRACTICE OF SOCIAL DISTANCING

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

VI. NON-DISCRIMINATION AND STATUTORY COMPLIANCE

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Legacy Partner Award, the Legacy Partner agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions

or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by the Legacy Partner may result in the Contract being canceled, terminated, or suspended in whole or in part, and the Legacy Partner may be declared ineligible for further Fulton County government contracts.

The Legacy Partner agrees to comply with federal laws, state laws, and Fulton County policies, rules, and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

VII. WARRANTIES AND REPRESENTATION

Upon the signing of this Legacy Partner Award, the Legacy Partner warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Legacy Partner's exempt status changes, the Legacy Partner shall immediately be terminated. The Partner attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

VIII. PURPOSE

The Legacy Partner agrees that funds under this contract for services will be expended only for purposes specified herein.

IX. LIABILITY AND INDEMNIFICATION

The County assumes no liability or responsibility for any liability, expense or damage arising out of this contract for services or any performance of services by the Legacy Partner hereunder, and the responsibilities and obligations of the County under the contract for services are limited to providing no more than the total contract amount as approved by the BOC.

The Legacy Partner agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Legacy Partner Award Agreement.

X. LOCATION OF SERVICES

All services to be funded within this Legacy Partner Award shall be performed within the limits of Fulton County, Georgia.

XI. MODIFICATION

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Legacy Partner Award are considered modifications.

XII. TERMINATION

Either party shall have the right to terminate this Legacy Partner Award upon thirty (30) days written notice to the other party, the terms of this Legacy Partner Award are to continue in force until the end of said thirty (30) day period. In the event of such termination, the Legacy Partner will be compensated for the percentage of the program that results in a public presentation. The Legacy Partner shall return the remaining percentage of any prepayment made to the Legacy Partner pursuant to paragraph III (A)(1). The Legacy Partner shall return the funds to the County within 30 days of termination of this contract. Fulton County reserves the right to terminate this Legacy Partner Award immediately due to lack of funding.

XIII. DEFAULT

An event of default shall mean a material breach of this Legacy Partner Award. Failure of the Partner to complete the services by December 31, 2022, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC department will notify the Partner in writing. The Legacy Partner shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Partner shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials, and release shall subject the Legacy Partner to legal action.

In addition, the Partner will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Legacy Partner Award that are owed to any replacement Partner procured to complete the services outlined in this Legacy Partner Award upon which the Partner defaulted.

All notices concerning the Legacy Partner Award shall be sent by certified mail to the following address:

Fulton County: Director of Arts & Culture
 Fulton County Arts & Culture
 141 Pryor Street SW, Suite 2030
 Atlanta, GA 30303

Contractor: **National Black Arts Festival**
 1429 Fairmont Avenue NW , Ste. J
 Atlanta, GA 30318

Attn: <CONTACT_NAME>>

With a copy to:

1429 Fairmont Avenue NW , Ste. J

Atlanta GA 30318

XV. GOVERNING LAW

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled, and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Legacy Partner shall be in a state or federal court situated in Fulton County, Georgia.

XVI. DURATION/CONTRACT PERIOD

The contract period for this Legacy Partner Award is **January 1, 2022, to December 31, 2022**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2022**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

XVII. SEVERABILITY

If any provision of this Legacy Partner Award 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.

XVIII. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Legacy Partner Award shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
CONTRACT CONDITIONS

2022 Legacy Partner Award Conditions for **National Black Arts Festival** from FCAC:

The Legacy Partner is required to provide a dedicated outreach program for underserved audiences. The program should incorporate a special branding opportunity highly publicized to Fulton County Citizens. This program cannot replicate your general outreach program. The details of this branding opportunity should be described in the Legacy Partner Portal along with the programming description.

EXHIBIT B

FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
STATEMENT OF NON-DISCRIMINATION

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Legacy Partner shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC.

Failure on the part of the Legacy Partner to submit the Statement of Non-Discrimination, as requested, may render the Partner non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

(_____), (_____),
Name(s) Title(s)

National Black Arts Festival(hereinafter "Legacy Partner") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Legacy Partner shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Legacy Partner to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Legacy Partner, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

Signature of Authorized Official

Date

Address: **National Black Arts Festival
1429 Fairmont Avenue NW , Ste. J
Atlanta, GA 30318**

Telephone: **470-284-7300**



WORLDBOOKONLINE.COM
INSTITUTIONAL AND BUSINESS SUBSCRIPTION AGREEMENT

This Institutional and Business Subscription Agreement sets forth the terms and conditions of your use of the Site and the Services, each as defined below. Additional terms are contained on the Site. Please read all terms and conditions carefully. By executing this agreement, you agree to be bound by the terms and conditions herein, as well as those contained on the Site.

1. License Grant

a. World Book Online (the "Site") is an on-line information and educational service provided by World Book, Inc. ("World Book") consisting of information, services and content provided by World Book, affiliates of World Book, and third parties. World Book grants to you a non-exclusive, non-transferable license for you and your authorized users ("Authorized Users" as defined in Section 1(b) below) to access and use the services ("Services"), identified in the **Subscription Information Form** (following this agreement), on the Site subject to the terms and conditions of: (i) the Terms and Conditions of Use, Privacy Policy and other policies posted throughout the Site (collectively, the "Additional Terms", which are incorporated herein by reference, as the same may be changed from time to time by World Book); and (ii) this Institutional and Business Subscription Agreement. The Additional Terms and this Institutional and Business Subscription Agreement shall be collectively referred to as the "Agreement". In the event of a conflict between the terms of this Institutional and Business Subscription Agreement and any other terms, the terms of this Institutional and Business Subscription Agreement shall control.

b. The right to use the Services is granted only to you and your Authorized Users and is not transferable or assignable to any other person or entity. You may permit multiple workstations to access the Services, but only by Authorized Users. Authorized Users shall be members or affiliates of your organization who are established by reasonable security measures developed by World Book, such as: User ID, "cookies", IP address, referring URL, or library card number. User access to the Services utilizing these security measures shall be maintained by you to prevent unauthorized access to the Services.

c. It is your responsibility to ensure that all use of the Services, including, without limitation, use by Authorized Users, is strictly in compliance with the terms of the Agreement. You acknowledge and agree that home access to the Site via a private computer is only permitted by an individual utilizing his or her password, for personal, non-commercial use. You shall not permit utilization of the Site by another institution or entity. Use of your password by another institution or entity is strictly forbidden and may result in immediate termination of this Agreement.

d. You represent and warrant that the data included in the **Subscription Information Form** is true and accurate as of the date your access to the Services is activated by World Book and that you promptly shall inform World Book in the event that any data included in the **Subscription Information Form** needs to be updated or changed.

2. Usage Obligations

a. Except to the extent expressly provided in this Agreement, you may not copy, use, sublicense, lease or otherwise remarket or distribute by any means now or hereafter available any portion of or content on the Site.

b. You agree:

- (i) to promptly notify World Book if you or your Authorized Users suspect unauthorized use of the Site;
- (ii) that you and your Authorized Users are responsible for the results obtained, and conclusions drawn, from your or your Authorized Users' use of the Site;
- (iii) that you and your Authorized Users will comply with all applicable laws, regulations, or conventions in using the Site;
- (iv) that neither you nor your Authorized Users are a specifically designated individual or entity under any U.S. (or other) embargo or otherwise subject, either directly or indirectly, to any order issued by any



agency of the U.S. Government (or any other government) limiting, barring, revoking or denying, in whole or in part, you or your Authorized User's export privileges and that you will immediately notify World Book in the event you or any of your Authorized Users become subject to any such order; and

- (v) that neither you nor your Authorized Users will export or re-export any Site content, directly or indirectly, to any countries that are subject to U.S. export restrictions.

3. The Site

a. The Site is generally available twenty-four (24) hours a day, seven (7) days a week. However, World Book may, at any time, without notice or liability, restrict the use of the Site or limit its availability in order to perform maintenance, update the Site, or for any other reasons World Book deems appropriate.

b. To the extent that the Site contains links to other web sites or resources ("Third-Party Materials"), your use of such Third-Party Materials shall be governed by any terms and conditions specific to those Third-Party Materials, in addition to this Agreement. The proprietors of such Third-Party Materials may provide technical support of such Third-Party Materials, restrict the use of such Third-Party Materials or limit the availability of such Third-Party Materials for any reason. World Book shall not be liable for any Third-Party Materials.

c. Title to, ownership of, and all proprietary rights in and to the content contained on the Site are reserved to and will at all times remain with World Book and its licensors. You shall have only those limited license rights with respect to the Site expressly granted to you in this Agreement. All rights not expressly granted herein are reserved to World Book and its licensors.

4. Warranty

The Site and content contained therein are believed by World Book to be accurate as of the date of publication. HOWEVER, WORLD BOOK OFFERS NO GUARANTEE OR WARRANTY THAT EITHER THE SITE OR THE CONTENT THEREIN ARE WITHOUT ERROR. THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WORLD BOOK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WORLD BOOK DOES NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WORLD BOOK DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE FREE OF DEFECTS, INCLUDING WITHOUT LIMITATION, VIRUSES OR OTHER HARMFUL ELEMENTS. THE USER OF THIS SITE ASSUMES ALL COSTS IN CONNECTION WITH ANY SERVICING, REPAIR OR CORRECTIONS CAUSED BY USE OF THE SITE.

5. Limitation of Liability

IN NO EVENT WILL WORLD BOOK OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY ~~DIRECT~~ INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE SITE OR ANY INFORMATION CONTAINED THEREIN (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS, LOSS OR CORRUPTION OF DATA, OR COMPUTER FAILURE OR MALFUNCTION), REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnification

[Intentionally deleted.]



7. Charges and Payment

You shall pay to World Book or World Book's designee, as appropriate, all invoiced fees and charges due under the Agreement within thirty (30) calendar days of your receipt of an invoice. ~~You agree to pay all attorney and collection fees arising from efforts to collect any past due amounts from you to the maximum extent allowed by law.~~

8. Changes and Notifications

a. World Book may, at any time, change the Site and/or the content thereof, or the Additional Terms. A summary of any such changes will be provided to you in the "Subscriber News" section of the Site. If you find any change World Book makes to be unacceptable, you may cease using the Site and terminate this Agreement in accordance with its terms. Your continued use of the Site after the effective date of a change constitutes your continued acceptance of the Agreement and the Site, as changed.

b. It is your responsibility to check the "Subscriber News" section regularly and review any changes made. World Book may, at its discretion, supplement the above notices: (i) by putting a pop-up notice on your screen when you access the Site; (ii) by sending you a letter or e-mail; or (iii) utilizing any other reasonable means.

c. If World Book needs to contact you regarding your account, World Book shall do so by regular mail or e-mail. If you need to contact World Book concerning the Site or your account, you may contact World Book at sub.questions@worldbookonline.com.

9. Term and Termination

a. The initial term of this Agreement shall be for the period of one (1) year from the date your access to the Services is activated by World Book.

b. Either you or World Book may terminate this Agreement and your access to or use of the Services for any reason at any time by giving the other party notice of termination in writing. Such termination shall be effective upon receipt of the notice. World Book may terminate this Agreement and you or your Authorized Users' access to or use of the Services without notice for your non-payment of any amounts due hereunder and for any conduct by you or your Authorized Users that World Book determines in its sole discretion, either (i) violates this Agreement, (ii) interferes with other users' use of the Site, or (iii) is otherwise inappropriate. Upon any termination, your license to use the Services and to access the Site automatically terminates. In the event that this Agreement is terminated by World Book for cause or by you for any reason, any fees or charges paid by you to World Book pursuant to this Agreement will not be refunded or prorated.

c. Those sections of this Agreement that should by their nature survive termination or expiration of this Agreement, shall survive such termination or expiration

10. Subscription Renewal

This Agreement shall renew for successive additional terms of one (1) year each upon World Book's receipt from you and acceptance of a valid purchase order or other form of payment approved by World Book to extend the term of this Agreement. If no valid payment is received and/or accepted by World Book prior to the expiration of the then-current term, this Agreement will automatically terminate at the end of the then-current term.

11. Miscellaneous

a. This Agreement (together with any additional terms and any attachments hereto) constitutes the entire agreement between World Book and you, and supersedes all previous written and oral agreements or understandings between the parties with respect to the Services and the Site.

b. Subject to the terms of this Agreement, any information exchanged between you and World Book while you are using the Site is not confidential and shall in no way create a confidential relationship.




- c. Any terms varying from or adding to this Agreement in any communication from you are void unless expressly agreed to in writing by World Book.
- d. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the validity of the remainder of this Agreement will not be affected and each remaining provision of this Agreement will be valid and enforced to the fullest extent of the law.
- e. Neither party shall be deemed to have waived any breach by the other party of any of the provisions of this Agreement. The waiver by either party of any breach shall not constitute a waiver of any different or subsequent breach.
- f. Nothing contained in this Agreement will be construed to prevent World Book from complying with law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by World Book with respect to such use.
- g. This Agreement will be governed by the laws of the State of Georgia without regard to its conflict of law provisions. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts located in Fulton County, Georgia, and the parties hereby consent to such jurisdiction and venue.

By signing below, you warrant that you have authority to bind the entity on whose behalf you are signing and acknowledge that you have read, understood and agree to be bound by this Agreement.

SUBSCRIBER: Fulton County, Georgia
on behalf of Fulton County Library System

DocuSigned by:
 X: Robert L. Pitts
 Print: Robert L. Pitts
 Title: Chairman
 Date: 05/05/2022

WORLD BOOK, INC.

X: 
 Print: Donald D. Keller
 Title: Vice-President, Finance
 Date: October 22, 2021



Subscription Agreement Addendum

Contractor: World Book, Inc.

Subscriber: Fulton County Public Library

Addendum to: Fulton County Public Library Subscription Agreement

World Book, Inc. acknowledges and agrees to allow the Atlanta Georgia Public School System to access and integrate with Schoology the digital products in the current Fulton County Public Library's subscription, for the sole purpose of sharing World Book, Inc. products with the Atlanta Public Schools. This Addendum is applicable to the Fulton County Public Library and the Atlanta Georgia Public School System only. Any other resource sharing, with any public, private, charter, or other school or entity is expressly prohibited, without written approval from World Book, Inc. As noted in Section 1.c. in World Book's *Institutional and Business Subscription Agreement* referenced above, such unauthorized sharing is strictly forbidden and may result in termination of the contract. World Book, Inc. reserves the right to review pricing based upon increased usage as a result of this agreement and/or the addition of new schools in the Atlanta City School System.

For: Fulton County Public Library

DocuSigned by:
x: Robert L. Pitts

Print: Robert L. Pitts

Title: Chairman

Date: 05/05/2022

For: World Book, Inc.

x: 

Print: Donald D. Keller

Title: Vice President, Finance

Date: October 20, 2021



Sales Quotation

World Book Inc.
180 N LaSalle Street, Suite 900
Chicago, IL 60601
Phone: (800) 975-3250
Fax: (888) 922-3766
<http://www.worldbook.com>

Quote Details

Presented By:	Wendell Reeves	Quote Number	00078064
Title	Inside Sales Rep	Quotation Date	10/22/2021
Email	wendell.reeves@worldbook.com	Valid Until Date	3/5/2023
		WB Acct No	L6840
Bill To Name	Fulton County Public Library	Ship To Name	Fulton County Public Library
Bill Attn To	Ms. Keathley	Ship Attn To	Ms. Keathley
Bill To	1 MARGARET MICHELL SQ ATLANTA, Georgia 30303 United States	Ship To	1 MARGARET MICHELL SQ ATLANTA, Georgia 30303 United States

SKU	Product	Quantity	Sales Price	Subtotal
O15XS	Online - Advance Differentiated Pkg School	1.00	USD 17,389.90	USD 17,389.90
OE10XS	Online - E-Book Suite - School	1.00	USD 3,122.70	USD 3,122.70
O23XD	Online- Early World of Learning District	1.00	USD 4,102.55	USD 4,102.55
		Subtotal	USD 24,615.15	
		Grand Total	USD 24,615.15	

Notes

World Book Online Renewal 2022-23 Fulton County Public Library

Payment Option

Invoice the Institution listed above
Purchase Order Required?
 Yes, Purchase Order #: _____
 No

Check or Money Order
Make Checks payable to World Book Inc.

Credit Card
World Book accepts most Credit Cards. Enter your contact information and you will be contacted to complete your transaction.

Print Name

Phone

Order Instruction

To place an order:
1. Fax to (888) 922-3766, or
2. Mail to: World Book, Inc. Attn: Order Processing 180 N LaSalle Street, Suite 900 Chicago, IL 60601

Terms & Condition

Standard Shipping & Handling Is Included in all prices. Prices are subject to change without notice. School / Library orders directly billed or under a purchase order are net 30 days form date of Invoice. Taxes will apply unless valid Tax Exemption ID is provided. This order is subject to acceptance in Chicago, IL. For full Terms and Conditions see <http://worldbook.com/terms-conditions>.

Signature

I confirm that I am authorized by the above Institution to make this purchase and that the institution will be responsible for the balance due in accordance with the terms specified.

Authorized Signature _____
Print Name _____
Date _____

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya Grier
EEC476C4837648D...
Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:
Dominique Martinez
D7D420799114462
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Gayle Holloman
04183FCA11B64AB...
Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:
WORLD BOOK, INC.

Donald D. Keller
Donald D. Keller,
Vice-President, Finance
March 21, 2022

By signing above I attest that I am an authorized signor for the company

2022-0050	1/19/2022	xxx	xxx
ITEM#: _____	RCS: _____	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	



SUBSCRIPTION AND PERPETUAL ACCESS AGREEMENT

Explanatory note for Customer

(This note does not form part of the legally binding agreement)

The following is a single framework agreement to cover purchase models for access to the OUP journals and online products that are offered under this agreement.

With the benefit of this framework agreement, you may efficiently make further purchases of our journals and online products which purchases will automatically be governed by the terms of this agreement, without having to renew the agreement annually and without the need to maintain in a Schedule to the agreement a regularly updated list of publications with their start and end dates (although we can do this if it is important to you).

To enable this flexibility, the agreement contains terms that address the various available purchase models (i.e. journals subscriptions, online product subscriptions and perpetual access publications). Certain clauses may not be relevant to the particular purchases you make under this agreement. The applicability of such clauses will be noted in the clause itself, and Clause 1.5 of the Terms and Conditions also makes clear that the terms in each Annex (which, respectively, deal with particular purchase models) apply only in relation to the relevant purchase model if it is being purchased.

If you have any queries about the scope of the agreement, please contact salesagreements@oup.com.

COMMERCIAL TERMS

- 1 **PUBLISHER:** THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS USA of 198 Madison Avenue, New York, NY 10016, USA.
- 2 **CUSTOMER:** FULTON COUNTY GA, ON BEHALF OF FULTON COUNTY LIBRARY SYSTEM of 1 Margaret Mitchell Sq. NW, Atlanta, Georgia 30303-1022
- 3 **SITE(S):** The geographical location(s) listed in Schedule B.
- 4 **PUBLICATION(S):** The Journals and/or Online Products published online by the Publisher and (i) listed in (a) Schedule A to this Agreement; and/or (b) an invoice relating to this Agreement; and/or (ii) as otherwise notified to the Customer in writing.
- 5 **CHARGES:** The price set out in (a) the Publisher's or the Customer Agent's invoices; and/or (b) as otherwise notified to the Customer in writing, concerning (i) access to the Publications, (ii) Hosting Fees, if relevant, (iii) Update Fees, if relevant, and (iv) Renewal Fees, if relevant.
- 6 **CUSTOMER AGENT:** N/A
- 7 **GOVERNING LAW:** ~~Except to the extent, if any, that this agreement to the following is prohibited by the laws or regulations governing contracts with the Customer, this Agreement will be interpreted and construed according to, and governed by, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State~~

of New York; and the Customer irrevocably agrees that any dispute arising out of or in connection with this Agreement will be subject to and exclusively within the jurisdiction of the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County.

THE PUBLISHER AND CUSTOMER EACH ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT, WHICH INCORPORATES THE ATTACHED ANNEXES AND SCHEDULES.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F0A4A...

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

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

**Tonya R. Grier
Chief Deputy County Clerk to the Commission**

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dominique Martinez

D7D420795114462...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman

94183FCA11D54AB...

**Gayle Holloman, Executive Director
Fulton County Library System**

COMPANY:

Oxford University Press

Wyatt Reynolds

**Wyatt Reynolds
Regional Sales Manager**

**By signing above I attest that I am an
authorized signor for the company**

2022-0050

1/19/2022

xxx

xxx

ITEM#: _____	RCS: _____	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

TERMS AND CONDITIONS

1 COMMENCEMENT AND DEFINITIONS

This Agreement will commence upon its execution by both parties and will continue thereafter. It will apply to all orders for Publications placed by the Customer that are accepted by the Publisher during the aforementioned period.

- 1.1 Regardless of when this Agreement commences or terminates, the Customer and Authorized Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which will be subject to the terms of the Legal Notice(s) for the relevant Publication(s).
- 1.2 Any order placed by the Customer for access to the Publications will constitute an offer by the Customer to purchase the Publications referred to therein on a subscription basis or on a perpetual access basis (as specified in the order) subject to the terms of this Agreement. The Customer is responsible for ensuring that the terms of its order are complete and accurate.
- 1.3 An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order.
- 1.4 In this Agreement, the following expressions will have the following meanings:

"Authorized User"	an individual who is authorized by the Customer to access the Customer's information services available through the Customer's Secure Network <u>AND</u> who is (i) a current student, faculty member, library patron, employee or contractor of the Customer; or (ii) an individual physically present on the Customer's premises and, if applicable, at the Sites
"Charges"	as defined at "Charges" in the Commercial Terms above
"Commercial Use"	use for the purposes of monetary reward (whether by or for the Customer, an Authorized User, or any other person or entity) whether by means of sale, resale, loan, transfer, hire, or any other form of exploitation
"Concurrency Restriction"	for each Publication, respectively, the maximum number of permitted concurrent Authorized Users for that Publication, if applicable, as specified in Schedule A and/or in the relevant invoice and/or as otherwise agreed in writing
"Content-Specific Terms"	in relation to an article, chapter or any other portion of any Publication, the specific terms under which that material is published (for example, but not limited to, Creative Commons terms) and as specified on the website of the Publication
"Customer Agent"	if/as specified at "Customer Agent" in the Commercial Terms above
"EBA Model"	as defined in Annex 4
"Fair Use"	use by the Customer or an Authorized User conforming to Paragraphs 107 and 108 of the U.S. Copyright Law as amended from time to time
"Hosting Fees"	the fees payable by the Customer for hosting services as further described in Annex 2

"Journals"	the online version of Publisher's journals listed in (i) Schedule A to this Agreement; and/or (ii) an invoice relating to this Agreement and/or (iii) otherwise agreed in writing by both parties to be added to this Agreement
"Journals Subscription"	a purchased subscription for Journals
"Legal Notice"	for each Publication, the legal notice and/or terms of use of that Publication as specified on the website for the Publication in a document linked from the footer or header of the Publication's homepage
"Material"	any abstract, article, index, advertising, or other material contained in the Publications and accessed online
"Online Products"	the aggregated collection of online versions of Publisher's publications listed in (i) Schedule A to this Agreement; and/or (ii) an invoice relating to this Agreement and/or (iii) otherwise agreed in writing by both parties to be added to this Agreement
"Password(s)"	any password(s) given to the Customer by the Publisher or created by or for the Customer to access the Publication(s) and any other passwords or access control mechanisms required for Authorized Users to access the Secure Network
"Permitted Use"	for each Publication, respectively, the permitted use of that Publication, as provided in Clause 2 of this Agreement and in the Legal Notice for that Publication
"Perpetual Access Publication"	a Publication which is purchased on a perpetual access basis
"Perpetual Access Start Date"	for each Publication which is a Perpetual Access Publication, respectively, the date on which perpetual access starts for that Publication as specified in Schedule A and/or in the relevant invoice, or as otherwise agreed in writing)
"Pre-Publication Titles"	any Publications which have not yet been published online as at the date on which the Customer's order for such Publications is received by the Publisher
"Publication"	as defined at "Publications" in the Commercial Terms above
"Publication Term"	as defined in Clause 2.1
"Renewal Fees"	the fees payable by the Customer for renewal of access to Subscription Publications as further described in Annex 1
"Secure Network"	a network (whether a stand alone network or a virtual network within the Internet, accessible offsite) which is accessible only to Authorized Users; without limitation, a cache server or any server or network which can be accessed by anyone other than Authorized Users is not a Secure Network
"Server"	either the Publisher's server or a third party server designated by the Publisher on which the Publications are mounted and through which the

Customer and its Authorized Users may gain access to the Publications by means of the World Wide Web

“Site(s)”	as defined in the Commercial Terms above
"Subscription End Date"	for each Subscription Publication, respectively, the date on which the subscription ends for that Publication (as may be specified in Schedule A and/or in the relevant invoice and/or as otherwise agreed in writing) or any subsequent date agreed in writing by the parties under the renewal process in this Agreement
"Subscription Period"	for each Subscription Publication, respectively, the period commencing on the Subscription Start Date for that Publication and expiring on the Subscription End Date for that Publication as specified in Schedule A and/or in the relevant invoice and/or as otherwise agreed in writing) and subject to renewal for successive periods in accordance with this Agreement
"Subscription Publication"	a Publication which is purchased on a subscription basis
"Subscription Start Date"	for each Subscription Publication, respectively, the date the subscription starts for that Publication as specified in Schedule A and/or in the relevant invoice, or as otherwise agreed in writing
"Text And Data Mining"	in relation to any Publication(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Publication(s) or portion
"Update Fees"	the fees payable by the Customer for access to Updates as further described in Annex 3

1.5 The terms in Annexes 1, 2, 3 and 4 will apply only in the following circumstances:

1.5.1 For any Subscription Publication: Annex 1 applies to each such Publication.

1.5.2 For any Journals Subscription: Annex 2 applies to each such Journals Subscription.

1.5.3 For any Perpetual Access Publication: Annex 3 applies to each such Publication.

1.5.4 For any Publication(s) purchased on the basis of the EBA Model, Annex 4 applies to each such Publication.

2 GRANT OF ACCESS, PERMITTED USE AND LIMITATIONS ON USE

2.1 In this Agreement, "Publication Term" will mean:

2.1.1 for each Subscription Publication, the Subscription Period for that Publication; and

2.1.2 for each Perpetual Access Publication, a perpetual term beginning on the Perpetual Access Start Date for that Publication.

2.2 For each Publication, respectively, during the relevant Publication's Publication Term, the Customer may allow its Authorized Users, on a non-exclusive and non-transferable basis (and in all cases subject to the remaining terms and conditions of this Agreement, including the restrictions listed in

Clause 2.3) to:

- 2.2.1 access the Server by means of a Secure Network to search the Publication and to view, retrieve, and display portions thereof;
- 2.2.2 save and print out single copies of portions of the Publication for personal use;
- 2.2.3 *if the Customer is an academic institution*, incorporate links to the Publication in electronic course packs and course management systems for use in connection with courses offered by the Customer for academic credit (provided that no person other than an Authorized User may use such links); and
- 2.2.4 *if the Customer is an academic library or library which is part of a non-commercial organisation*, supply another academic library or library which is part of a non-commercial organisation, on a non-exclusive basis and for the sole purpose of supplying an authorized patron of the recipient library with a single copy of an electronic original of an individual document from a Publication for that user's research or private study (and not for Commercial Use), provided that the recipient library does not borrow in such a manner as to substitute for a subscription to or purchase of the relevant work, it being agreed that, within a calendar year, a borrowing library may be loaned: with respect to a given journal, up to five copies of an article or articles from a given journal; and, with respect to all other copyright-protected works, up to five copies from any such given work; and provided further that such supply must be by post, fax or secure electronic transmission using Ariel or its equivalent, whereby the electronic file is deleted and inaccessible after printing.

- 2.3 Nothing in this Agreement will limit an Authorized Users' rights to make Fair Use of the Publications.
- 2.4 Provided that nothing in this Agreement will limit the Customer's or an Authorized Users' rights under applicable copyright laws, the Customer and its Authorized Users may not:
 - 2.4.1 undertake or carry out (or, in the Customer's case, allow any Authorized User to undertake or carry out) any Text and Data Mining without the Publisher's prior written consent.
 - 2.4.2 remove or alter Publisher's copyright notices or other means of identification or disclaimers as they appear in the Publications;
 - 2.4.3 systematically make multiple printed or electronic copies of portions of the Publications for any purpose except as permitted by law or as authorized by Publisher;
 - 2.4.4 display or distribute or permit access to any part of the Publications via any method other than the Secure Network;
 - 2.4.5 permit anyone other than Authorized Users to access or use the Publications; and
 - 2.4.6 use all or any part of the Publications for any Commercial Use.

Furthermore, subject to Clause 2.4, with respect to each Publication, the rights granted in Clause 2.2 are subject to any relevant (a) Concurrency Restriction(s), (b) Legal Notice, and/or (c) Content-Specific Terms.

- 2.5 In the case of any conflict or ambiguity between:
 - 2.5.1 the Permitted Use specified in this Clause 2 and the Permitted Use specified in the Legal Notice for any Publication, this Clause 2 will take precedence in respect of that Publication;

2.5.2 the Permitted Use and the Content-Specific Terms for any portion of any Publication, the Content-Specific Terms will take precedence in relation to that portion of the Publication.

3 ACCESS AND SECURITY

3.1 If the Publisher is hosting the Publications:

3.1.1 in order to provide access to Journals, the Publisher shall provide the Customer with a customer number as necessary to enable the Customer to set up and activate the Customer's online access to the Journals; and

3.1.2 in order to provide access to Online Products, the Customer shall provide, in the manner requested by the Publisher (which may include entering information in an online registration system), with the information needed to activate and maintain access to the Online Products, including prompt reporting of any additions, deletions or other alterations to the information supplied. Delay in provision of such information will not affect the commencement date of this Agreement, nor the Publication Term of any Publication.

3.2 The Customer will obtain and maintain during the term of this Agreement at its cost all telecommunications and other equipment and software (including relevant licenses) needed to access the Publications online via the Customer's Secure Network.

3.3 The Customer shall maintain appropriate and reasonable policies, procedures and technical and organizational measures to ensure that the Publications and Password(s) are at all times used within the scope of the rights granted to the Customer and its Authorized Users in this Agreement. In particular the Customer shall notify all Authorized Users that the Publications are protected by copyright and the Authorized Users' access to and use of the Publications is subject to the restrictions and obligations contained in this Agreement.

The Customer shall notify Publisher immediately upon becoming aware of any of the following: (a) any loss, theft, or unauthorized use of any Password(s); (b) any breach of the Secured Network that could compromise the security or integrity of the Publications or Password(s); or (c) any breach by an Authorized User of the terms of this Agreement.

3.4 The obligations in this Clause 3 are designed to protect the security and authorized use of the Publications. The Publisher is reliant on the Customer fulfilling its obligations under this Agreement in order to accomplish this goal and, accordingly, upon the Publisher's request, the Customer shall terminate access to the Publications by any Authorized User whose actions or omissions contravene the terms of this Agreement.

3.5 The Publisher reserves the right to terminate or suspend the Customer's access to the Publications or any portion thereof (in addition to any other available remedies) if:

3.5.1 the Publisher reasonably believes that any portion of the Publications is being accessed or used otherwise than in accordance with this Agreement (including, without limitation, in breach of this Clause 3 or Clause 2.4); provided that the Publisher will restore access when the matter has been resolved to the Publisher's reasonable satisfaction; or

3.5.2 the Customer commits a material breach of this Agreement.

4 RESPONSIBILITIES OF PUBLISHER

4.1 If the Publisher is hosting the Publications, the Publisher shall use all reasonable efforts:

- 4.1.1 to make each Publication available online to the Customer throughout that Publication's Publication Term;
 - 4.1.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Customer with a quality of service consistent with current industry standards for publishers publishing materials online;
 - 4.1.3 to restore the Customer's access to the Publications as soon as possible in the event of an interruption or suspension of the service; and
 - 4.1.4 to provide, or arrange for a third party to provide, customer support services to the Customer.
- 4.2 To the extent the following monthly usage reports are made available by the party hosting the Publication(s) on behalf of the Publisher (for clarity, this excludes any Publications self-hosted by the Customer) and subject to the last sentence of this Clause, the Publisher will make available to the Customer monthly usage reports throughout the Publication Term for each Publication, detailing the level of use of each Publication by the Customer's Authorized Users per month. The Publisher shall use reasonable efforts to ensure that such usage reports are compliant with the most recent release of the COUNTER Code of Practice for Journals and Databases (available at http://www.projectcounter.org/code_practice.html). The Customer acknowledges that the Publisher will not be able to provide accurate usage reports if the Customer stores the Publication(s) on any cache or proxy server, or accesses the Publications through an agent gateway.

5 PAYMENTS BY THE CUSTOMER

- 5.1 In consideration of the access granted by Publisher under this Agreement, the Customer shall pay the Charges due to Publisher for each Publication within 30 days of receipt of an appropriate invoice.
- 5.2 *If the Customer is purchasing Publications through a Customer Agent*, the Customer will pay the Charges for those Publications to the Customer Agent. If the Customer Agent fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof or may terminate this Agreement without liability to the Customer, and the Customer further agrees that its sole remedy in such circumstances would be against the Customer Agent and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.3 Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant such access to the Customer, until the Charges or Renewal Fees for that period have been received by the Publisher.
- 5.4 The Charges and (*for Subscription Publications*) any Renewal Fees may be increased to reflect, without limitation and as applicable, changes to the Publications, and/or the potential number of Authorized Users.
- 5.5 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement will be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax"). Any Sales Tax payable in relation to any such amounts shall be added at the prevailing rate, as applicable, and paid by Customer following delivery of a valid invoice from Publisher. Notwithstanding this clause 5.5, the parties acknowledge that the Customer is exempt from paying Sales Tax under this Agreement and has provided tax certificate.
- 5.6 The Customer shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event that the Customer is required to make such deduction and/or withholding, the Customer shall notify Publisher before any such deduction and/or withholding is made and paid to the authority concerned and, further, shall, at the written request of

the Publisher, do all things in its power that may be necessary to enable or assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Customer may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

- 5.7 This Agreement shall commence on the effective date and shall remain in effect for one year. The Agreement may be renewed for additional Renewal Terms of one (1) year each with written notice thirty days prior to the end of the term. This Agreement is part of the Fulton County Annual Hardware and Software Maintenance and Support List (AML) which is approved annually by the Fulton County Board of Commissioners. As such, payment for the current term of this Agreement will be completed by December 31, 2022.

6 ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Customer acknowledges that, as between the Publisher and the Customer, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher, and the Customer further acknowledges that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access and use, and permit its Authorized Users to access and use, the Publications in accordance with the terms and conditions of this Agreement.
- 6.2 The Customer acknowledges that neither it nor any of its Authorized Users may create any derivative work based on the Publications without the prior written permission of the Publisher.

7 REPRESENTATIONS AND WARRANTIES

- 7.1 The Publisher represents and warrants that it has the power to enter into this Agreement and to grant the access conferred herein to the Customer, and that the Publications do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or contract right of any third party.
- 7.2 The Customer represents and warrants that it has the power and authority to enter into and perform this Agreement; and that the signatory for the Customer (including if this Agreement is signed by a Customer Agent on behalf of a Customer) has the full power and authority to sign this Agreement on behalf of the Customer and bind the Customer to its obligations under this Agreement.
- 7.3 THE PUBLISHER PROVIDES ACCESS TO THE PUBLICATIONS ON AN "AS IS" BASIS. SAVE AS PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY LAW, THE PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.
- 7.4 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH PUBLISHER DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OR OPERATOR ERRORS; NOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF PROFITS,

INCLUDING IN THE FOREGOING CASES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSSES ARISING FROM INACCURACIES IN, OR CORRUPTION CAUSED BY, THE PUBLICATIONS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS TO, OR INABILITY TO ACCESS THE PUBLICATIONS.

- 7.5 THE CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF THE PUBLISHER TO THE CUSTOMER AND/OR ITS AUTHORIZED USERS AND/OR, IF THE CUSTOMER IS PURCHASING PUBLICATIONS THROUGH A CUSTOMER AGENT, TO THE CUSTOMER AGENT ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS WILL BE THE REFUND OF ANY SUMS ACTUALLY RECEIVED BY THE PUBLISHER UNDER THIS AGREEMENT FOR ACCESS TO THE AFFECTED PUBLICATIONS DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.

8 TAX COMPLIANCE

- 8.1 The Customer shall not engage in any activity, practice or conduct which would constitute, or be regarded as, an offence under any law or regulation applicable to it, consisting of the fraudulent, or otherwise unlawful, evasion of any tax.

9 TERMINATION

- 9.1 The Customer may terminate this Agreement at any time for convenience provided that, in such case, any outstanding Charges will be promptly paid and no refund of any Charges will be due.
- 9.2 If a party commits a material breach of this Agreement (and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request to do so), then the other party may terminate this Agreement with immediate effect by giving the breaching party written notice of termination. Without limitation, a breach by the Customer of the provisions of Clauses 2.3, 3.1, 3.2, 4.1 and 5.1 above would constitute a material breach of this Agreement. The rights in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 9.3 The Publisher reserves the right to withdraw from the Publications, and/or cease providing hosting services for, content that it no longer retains the right to provide access to or that it determines may be unlawful, defamatory, obscene, harmful, false, infringing or otherwise objectionable.

10 GENERAL

- 10.1 This Agreement is personal to the Customer and the access granted under it does not extend to its subsidiary or parent organisations (unless expressly provided herein), nor may such access or any other rights or obligations under this Agreement be assigned by the Customer without the prior written consent of the Publisher. The Publisher may assign any or all of its rights and obligations under this Agreement to an affiliate, a successor to its business or a transferee of Publisher's right to publish and distribute any Publication(s). The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Clause will be null and void and of no force or effect.
- 10.2 Except where expressly stated otherwise, all notices required to be given under this Agreement will be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned may from time to time designate by notice pursuant to this Clause. Such notices will be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Publisher shall be marked for the attention of the Group Legal Director.

- 10.3 Subject to Clause 10.4, this Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter. The terms and conditions of this Agreement may only be varied by an authorised official of the Publisher, in writing. Except as provided above, the terms and conditions of this Agreement override all conditions provided by the Customer.
- 10.4 Any existing perpetual access agreement between the Publisher and the Customer will remain in effect in relation to perpetual access purchases already made under such agreement prior to this Agreement coming into force; provided however that any update(s) to such online products purchased by the Customer after this Agreement comes into force will be treated as a Publication and subject to the terms of this Agreement.
- 10.5 Subject to the requirements of any laws local to the parties: this Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts will together constitute the one agreement; and the parties agree to be bound by photocopy, scanned, facsimile, electronic or other copies, which will have the same effect for all purposes as an ink-signed original.
- 10.6 This Agreement may be amended:
- 10.6.1 by the Publisher, in its sole discretion, provided that the Publisher shall use reasonable endeavours such that the Customer will have thirty (30) days' prior written notice of any such proposed amendment and the Customer will have the option to terminate this Agreement by delivery to the Publisher of a written notice of the Customer's election to terminate this Agreement received by the Publisher within sixty (60) days of receipt of such notice; and
- 10.6.2 by agreement in writing executed by both parties.
- Notice of any proposed amendments to this Agreement may be delivered to the Customer by the Publisher electronically through the Publisher's online customer support account management system.
- 10.7 Notwithstanding anything to the contrary herein, neither the Customer nor the Publisher shall be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this Clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 10.8 No provision in this Agreement is intended to be enforceable by any third party.
- 10.9 The rights of the parties arising under this Agreement will not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party will not be construed as a waiver of any other rights or of any other further breach.
- 10.10 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

ANNEX 1 – ADDITIONAL TERMS FOR SUBSCRIPTION PUBLICATIONS

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to Subscription Publications, if any, purchased under this Agreement.
2. Except as set out in Annex 2 where expressly agreed otherwise in writing, following the expiry of the Subscription Period the Customer will not be entitled to continuing access to the Subscription Publication or any portion thereof.
3. For each Subscription Publication, no later than 30 days before the end of the Subscription Period for that Publication, the Publisher shall notify the Customer of the Renewal Fees for the following 12 month period (or such other period as may be agreed by the parties) and shall invoice the Customer for this amount. Upon payment of such Renewal Fees, the Subscription Period for that Publication will be extended by that further period. Payment for that period will be due to the Publisher within 30 days from the date of the invoice

ANNEX 2 – ADDITIONAL TERMS FOR A JOURNALS SUBSCRIPTION

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to a Journals Subscription, if any, purchased under this Agreement.
2. Subject to Clause 3 of this Annex, and notwithstanding the expiry of the Subscription Period, the Customer will be entitled to perpetual access on the same terms as this Agreement to the portion(s) of the Journals that were published for the first time during the Subscription Period, provided that the Customer shall pay any relevant Hosting Fees following the procedure set out in Clauses 4(a)-(d) of this Annex.
3. If the Publisher ceases to hold the publication rights to any of the Journals, and is no longer able to provide the access thereto described in Clause 2 of this Annex, the Publisher shall make all reasonable efforts to ensure that continuing access is provided:
 - a. by the new publisher of the relevant Journal(s); or
 - b. through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Publisher shall provide all relevant details of the Customer to the 3rd party in order to enable access to the 3rd party archive by the Customer; provided that such access will be subject to Customer fulfilling the 3rd party's terms and condition for access; or
 - c. by providing the Customer with an electronic copy of the relevant portion(s) of the relevant Journal(s) for the purpose of self-hosting by the Customer; provided that this will be subject to the Publisher's approval and to the parties agreeing additional terms and conditions in connection with the Publisher providing the electronic copy and with the self-hosting of such electronic copy.
4. The provisions relating to hosting services are as follows:
 - a. The Publisher shall calculate the Hosting Fees payable for hosting services on the basis of a rolling twelve (12) month period or such other hosting period as may be specified by the Publisher.
 - b. No later than sixty (60) days before the end of any current hosting period, the Publisher may send the Customer an invoice for the Hosting Fees for renewal of such hosting services for a further twelve (12) month period or such other period as may be specified by the Publisher. These Hosting Fees may be higher than the Hosting Fees for the then current hosting period. If the Customer does not pay the Hosting Fees prior to commencement of the hosting period to which they relate, the Publisher may terminate such hosting services on written notice to the Customer.
 - c. If the Publisher does not wish to continue hosting all or any of the Journals, whether due to ceasing publication of the Journal in question or otherwise, it shall give the Customer not less than ninety (90) days' notice of the termination of such hosting services and shall credit the Customer all Hosting Fees applicable to the unexpired term of the then current hosting period on a pro rata basis.
 - d. If the Publisher terminates such hosting services pursuant to Clauses 4(b) or 4(c) of this Annex, above, the Publisher shall enable continuing access to the Journals in question by providing the Customer an electronic file containing the content of the Journals in XML format, or such other format as the Publisher may determine in its discretion, for the purpose of self-hosting by the Customer. Such provision will be subject to the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy. For the avoidance of doubt, the Publisher will not be

obligated to provide the Customer with any Journal or part(s) thereof that the Publisher no longer has the right to publish, grant access to or otherwise distribute in this way. This Agreement will apply (or will continue to apply), regardless of who is hosting the Journal, unless expressly stated otherwise herein.

5. If the Customer has an existing subscription to one or more Journals (including Journals that (i) are included within a Journals Collection; (ii) are subscribed to outside of a collection; and (iii) have transferred from other publishers), and provided that any such Journal was subscribed to by the Customer no more than 12 months before the current Subscription Period of that Journal, the Charges payable under this Agreement will be inclusive of the online only list price for such existing subscription.

ANNEX 3 – ADDITIONAL TERMS FOR PERPETUAL ACCESS PUBLICATIONS

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to Perpetual Access Publications, if any, purchased under this Agreement.

As used in this Annex, the following terms have the following meanings:

"Version Purchased" in relation to a Perpetual Access Publication that consists of an online collection of titles, the version of the collection specified as the "Version Purchased" in Schedule A, in an invoice relating to this Agreement, or otherwise agreed in writing by the Publisher

"Updates" Updates to any of the following Perpetual Access Publications (including individual titles within such Publications) published by the Publisher after the Version Purchased:

- Oxford Bibliography Online (OBO)
- Electronic Enlightenment (EE)
- AMA Manual of Style (AMA)
- Oxford Research Encyclopaedias (ORE)

2. For the avoidance of doubt, in the case of Perpetual Access Publications, the Charges do not include perpetual access to any Updates. Should any Updates be published, they may be purchased by the Customer, subject to payment of Update Fees. Any Updates so purchased will become part of the Publications and subject to the terms of this Agreement.
3. Where the Publisher notifies the Customer that a Perpetual Access Publication is subject to an Update Fee, the Customer must pay an annual Update Fee in order to receive Updates for such Publications. The Customer will not be entitled to receive any Updates in respect of such Publications until all Update Fees have been paid in respect of those Publications. If the Customer does not pay the Update Fees prior to commencement of the Updates to which they relate, the Publisher reserves the right to terminate or suspend the Customer's access to the relevant Perpetual Access Publications on written notice to the Customer, in addition to any other available remedies.
4. Update Fees are payable as follows:
 - a. The Publisher shall calculate the Update Fees payable for such Publications on the basis of a twelve (12) month period or such other period as may be specified by the Publisher.
 - b. No later than sixty (60) days before the end of any current period, the Publisher may send the Customer an invoice for the Update Fee for a further twelve (12) month period or such other period as may be specified by the Publisher. These Update Fees may be higher than the Update Fees for the then current period.
5. If the Publisher does not wish to continue hosting all or any of the Perpetual Access Publications, whether due to ceasing publication of the Perpetual Access Publication in question or otherwise, it shall give the Customer not less than ninety (90) days' notice of the termination of such hosting services. If the Publisher terminates such hosting services pursuant to this Clause 5, the Publisher shall enable continuing access to the Perpetual Access Publications in question by providing the Customer an electronic file containing the content of the Perpetual Access Publications in XML format, or such other format as the Publisher may determine in its discretion, for the purpose of self-hosting by the Customer. Such provision will be subject to the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy. For the avoidance of doubt, the Publisher will not be obligated to provide the Customer with any Perpetual Access Publication or part(s) thereof that the Publisher no longer has the right to

publish, grant access to or otherwise distribute in this way. This Agreement will apply (or will continue to apply), regardless of who is hosting the Perpetual Access Publication, unless expressly stated otherwise herein.

6. Except where Publisher is merely acting as a distributor for a third party's content, if the Publisher ceases to hold the publication rights of any of the Perpetual Access Publications, and is no longer able to provide access, the Publisher shall make all reasonable efforts to ensure that continuing access is provided:
 - a. by the new publisher of the relevant Publication; or
 - b. through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Publisher shall provide all relevant details of the Customer to the 3rd party in order to enable access to the 3rd party archive by the Customer. Such access will be subject to Customer fulfilling the 3rd party's terms and condition for access; or
 - c. by providing the Customer with an electronic copy of the relevant Publications for the purpose of self-hosting by the Customer. Such provision will be subject to Publisher approval and the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy.

7. **RIGHT OF CANCELLATION: PRE-PUBLICATION TITLES**

- a. If the Publisher accepts an order for Perpetual Access Publications which includes any Pre-Publication Titles, the Publisher reserves the right, at any time prior to activating the Customer's access to such Pre-Publication Titles, to amend or cancel such order (as may be appropriate) to remove any one or more such Pre-Publication Titles from the order and the scope of this Agreement. For the avoidance of doubt, any such amendment or cancellation under this Clause will not extend to or otherwise affect any Publications in respect of which access has already been activated.
- b. If the Publisher amends or cancels an order in accordance with Clause 6(a) of this Annex, its sole liability to the Customer will be limited to the repayment by the Publisher of any and all sums received by the Publisher under this Agreement for the Pre-Publication Titles affected by such amendment or cancellation.

**ANNEX 4 – ADDITIONAL TERMS FOR PUBLICATIONS PURCHASED
UNDER THE EBA MODEL**

1. In this Annex 4:

“EBA Charges” the Charges paid by the Customer for access to the Publications included under the EBA Model, as indicated in Schedule A

“EBA Model” means the Publisher’s evidence-based acquisition model pursuant to which the Customer may purchase perpetual access to Publications, as further described in this Annex 4.
2. EBA Model
 - 2.1 The Customer and its Authorized Users shall be entitled to access the Publications during the Subscription Period in accordance with the terms and conditions of the Agreement. At the end of the Subscription Period, the Customer will be entitled to place an order to purchase perpetual access to each Publication or selected titles within that Publication, up to (and subject to Clause 2.3 below) the amount of EBA Charges paid by the Customer in relation to that Publication. The price of each Publication and the individual titles within that Publication, will be the list price at the time such order is made, as provided in writing by the Publisher from time to time.
 - 2.2 If the value of the order specified in Clause 2.1 above is:
 - 2.2.1 less than the EBA Charges, the Customer will not be entitled to any refund of the difference;
 - 2.2.2 more than the EBA Charges, the Customer will be charged at the Publisher’s standard price.
 - 2.3 If the Online Product entitled University Press Scholarship Online (UPSO) is included as a Publication under the EBA Model, the Customer will be entitled to place an order to purchase perpetual access to UPSO, or selected titles within UPSO, up to 75% of the amount of EBA Charges paid by the Customer in relation to UPSO.
 - 2.4 Any order placed by the Customer for perpetual access to the Publications will constitute an offer by the Customer to purchase the Publications referred to therein on a perpetual access basis subject to the terms of this Agreement. The Customer is responsible for ensuring that the terms of its order are complete and accurate.
 - 2.5 An order made pursuant to this Annex 4 shall only be deemed to be accepted when the Publisher issues a written or email acceptance of the order.
 - 2.6 Each Publication, or selected titles within that Publication, that is included in an order that is accepted by the Publisher in accordance with this Annex 4 will convert into a Perpetual Access Publication effective from the Perpetual Access Start Date, and will be subject to the terms and conditions relating to Perpetual Access Publications in this Agreement (including those in Annex 3).
 - 2.7 If the Customer places an order to purchase perpetual access to any Journals in accordance with Clause 2.1 of this Annex, the Customer shall pay any relevant Hosting Fees for such Journals, following the same procedure for Hosting Fees set out in Annex 2, Clauses 4(a)-(d).

**SCHEDULE A
PUBLICATIONS**

SUBSCRIPTION PUBLICATIONS

Journals

n/a

Holding Journals

n/a

Online Products – 12-month subscription

African American Studies Center

Journals published under the EBA Model

n/a

Online Products published under the EBA Model

n/a

PERPETUAL ACCESS PUBLICATIONS

n/a

SCHEDULE B

SITES

*FULTON COUNTY GA, ON BEHALF OF FULTON COUNTY LIBRARY SYSTEM of 1 Margaret Mitchell
Sq. NW, Atlanta, Georgia 30303-1022*

Paper Education Company Inc.™ SERVICE AGREEMENT

THIS Paper Education Company Inc. SERVICE AGREEMENT is entered into by and between:

Paper Education Company Inc. a Federal corporation having its principal place of business at 279 Sherbrooke Street West #410, Montreal, Quebec, Canada, H2X 1Y2 (“**Paper Education Company Inc.**”); and

Fulton County, Georgia on behalf of the Fulton County Library System is an educational institution having its central office at One Margaret Mitchell Square, Atlanta, GA 30303, United States (“**Customer**”).

(each a “**Party**” and collectively the “**Parties**”)

RECITALS

WHEREAS, Paper Education Company Inc. has developed an online chat-based platform to provide cardholders access to educators in order to obtain tutoring in connection with their courses, the features of which are more fully set out on Paper Education Company Inc.’s website located at www.paper.co (the “**Platform**”);

WHEREAS, Customer wishes to allow its cardholders to access the Platform for their educational use in connection with the courses that they are taking in order to obtain tutoring from educators (“**Educators**”), as well as allowing teachers and administrators to access the Platform;

WHEREAS, Paper Education Company Inc. and Customer wish to set out the contractual terms pursuant to which access to cardholders, teachers and administrators will be given to the Platform.

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

1. Purpose and Scope of the Agreement

This Agreement contains the terms and conditions relating to the provision on a “software-as-a-service” basis or through a downloadable application of the Platform to cardholders, teachers and administrators (each a “**User**”) associated to the Customer. Customer acknowledges that in order to be granted access to the Platform, each User must agree to comply with the terms of service and that the failure to agree to such terms of service or non-compliance with such terms of services may result in the exclusion of the User from the Platform, as these terms of service may be modified from time to time. In the event a User is excluded due to a refusal to be bound by the terms of service or non-compliance to the terms of service, Customer shall not be entitled to reimbursement of any fees or other charges paid with respect to such User’s access. It is Customer’s responsibility to

ensure that any parental approval or other formality required by local laws and regulations required for purposes of contractually binding Users is complied with.

2. Operation of the Platform

The Platform provides access to Educators using chat functionalities to allow cardholders attending the Customer's institution to obtain tutoring in connection with the courses defined by the Parties. The Platform and Educators are available on a 24 hours / 7 days per week basis, subject to the limitations set out in the Service Levels defined in this Agreement. Customer acknowledges that Educators qualified to interact with cardholders on all courses topics may not be available at all times. Teachers and administrators have access to the Platform and are provided with means to assess interactions between cardholders and Educators.

Cardholders may access the Platform only for their educational use in connection with the courses for which they are registered at the Customer's institution. There are no limits to the number of interactions a cardholder may have through the Platform, provided that these stay within reasonable bounds and do not become abusive.

In order to provide access to the Platform to Users, Customer must provide all necessary data set out in Schedule "A" in the specified electronic format so as to allow Paper Education Company Inc. to configure all accounts.

The pricing set out in Schedule "A" is for the maximum number of cardholders indicated in such Schedule. To the extent that Customer wishes to allow access to the Platform to a number of cardholders that exceeds the number set out in Schedule "A", Customer will be offered the option to do so at the price per additional cardholder set out in Schedule "A", subject to the minimum quantities detailed in such schedule. The fee per cardholder access shall not be prorated regardless of the point at which during a contract year new accesses are granted to the Platform. Additional accesses granted during the term shall be confirmed through electronic communications or in writing by Paper Education Company Inc..

3. Acceptable Use of the Platform

Customer acknowledges that the following types of behaviour by Customer or its Users of the Platform are unacceptable:

- (a) Posting or transmitting material that infringes, misappropriates or violates another person's intellectual property rights;
- (b) Posting or transmitting material that violates any right of publicity, right of privacy or other similar rights;
- (c) Using the Platform for purposes of stalking, harassing, threatening, bullying or other similar behavior;
- (d) Posting or transmitting material that is defamatory, sexual in nature (other than as justified in light of the course content), obscene, offensive or discriminatory;

- (e) Posting or transmitting any defamatory, pornographic, inaccurate, abusive, obscene, profane or offensive content.
- (f) Compromising the integrity or operation of the Platform or attempting to do so;
- (g) Tampering with, reverse-engineering, or hacking the Platform, circumventing any security or authentication measures, or attempting to gain unauthorized access to the Platform, related systems, networks, or data;
- (h) Using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to the Platform than a human could reasonably send in the same period of time by using a normal browser;
- (i) Making an unreasonable or abusive use of the access provided to the Platform;
- (j) Generating and sending unsolicited commercial communications, advertising chain letters or spam;
- (k) Uploading viruses, bots, worms, scripting exploits or other similar materials;
- (l) Posting or transmitting content that is intended to be inflammatory;
- (m) Using the Platform to recruit or solicit for employment or consulting Educators;
- (n) Otherwise engaging in behaviour that is illegal.

Paper Education Company Inc. will use reasonable efforts to monitor profiles, actions, comments, and general usage of the Platform and suspend privileges to any User or Educator not adhering to the policies of the Platform. Customer agrees to promptly report any alleged improprieties of any Users or Educators of which it becomes aware via electronic correspondence so as to enable Paper Education Company Inc. to investigate such alleged improprieties.

4. Professional Development and cardholder Orientations

Paper Education Company Inc. agrees to provide or support professional development and class launches in order to promote the use of the Platform as further detailed in Schedule “A”. Unless expressly provided in Schedule “A”, all such services shall be provided remotely by Customer.

5. Term of the Agreement

The initial term of the Agreement shall be as specified in Schedule “A”.

6. Restrictions on Use of the Platform

Customer agrees that it shall not itself or allow any User to: (a) sell, lease, license, sublicense, loan, encumber or otherwise transfer its right to use the Platform to a third party, in whole or in part, except as permitted under this Agreement; (b) make modifications, corrections, alterations, enhancements or other additions to the Platform; (c) provide, disclose, divulge or make the Platform available to a third party by online services, remote dial-in or network or telecommunication links of any kind, other than as permitted in this Agreement; (d) circumvent the Platform’s authentication or security access control systems or assist others to do so; and (e) disclose access credentials to

unauthorized parties or fail to implement reasonable security measures to prevent such an occurrence.

7. Intellectual Property in the Platform

Customer recognizes and agrees that all trade-marks, inventions (whether patentable or not), patent applications, patents, industrial designs, works protected by copyright, trade secrets, know-how or other intellectual property in or related to the Platform, including any suggestions that Customer or any User may make regarding the functionalities or other technical aspects (the "Platform Intellectual Property") are, as between the parties, the exclusive property of Paper Education Company Inc.. Upon the request of Paper Education Company Inc., Customer shall provide any reasonable documentation required to confirm Paper Education Company Inc.'s ownership in the Platform Intellectual Property. For clarity, Paper Education Company Inc. shall not own any content added to the Platform by Users or Customer, which content is licensed pursuant to the terms of this Agreement.

This Agreement does not grant Customer the right to access or obtain the source code of the Platform nor any programming documentation.

All rights, titles and interests that are not expressly addressed in this Agreement are expressly reserved by Paper Education Company Inc..

8. Hosting of Platform

Unless otherwise expressly set out in Schedule "B", the Platform and associated data will be hosted in facilities located in the United States.

9. Service Level

The Platform shall be available 95% of the time, calculated on a monthly basis. The Software shall not be considered unavailable to Customer if Customer's inability to access or use the Platform arises due to problems with Customers' or Users' hardware or software, or due to problems with third-party telecommunication services or networks.

Periods during which the Platform is unavailable due to a force majeure event or previously-scheduled maintenance shall not be counted as downtime for the purpose of this provision. Paper Education Company Inc. shall take commercially-reasonable measures to ensure that scheduled maintenance takes place between 7AM ET and 9AM ET and that Customer receives advanced notice of any such maintenance.

Notwithstanding the foregoing, Customer acknowledges that Paper Education Company Inc. may need to perform emergency maintenance, for example to install security updates, without notice and that no such interruption of access to the Platform shall be considered unavailability for the purpose of calculating the service level.

10. Technical Support

Paper Education Company Inc. agrees to provide remote technical support to Customer via telephone, chat, email or other efficient communication method between 9AM ET and 5PM ET, Monday to Friday, except holidays as observed by Paper Education Company Inc.. The purpose of the remote assistance service is to attempt to identify and resolve functional problems in the Platform. Technical support shall be requested by Customer representatives, not by cardholders.

Each communication received will be given a severity level by Paper Education Company Inc. according to the following guidelines:

- a) Major Problem: when the Platform is not operational or has suffered a major loss of capability resulting in the inability to use the Platform, or if a failure is so frequent that it precludes productive use of the Platform or when the Platform is operational but its capability is severely degraded, such as the inability to run a major application within the Platform, a critical product feature or function does not work, or a failure requires on-going intervention in order to maintain productive use;
- b) Minor Problem: when the Platform is operational and the problem does not result in a significant impact on the performance of the Platform

Paper Education Company Inc. shall exercise all commercially reasonable efforts to meet the following response times:

- c) Major Problems will be acknowledged within 4 business hours and resolved within 3 business days; and
- d) Minor Problems will be acknowledged within 1 business days and resolved in a subsequent update.

Technical support services shall not include services: (a) in respect of User hardware and software problems; (b) in respect of education, installation, training or customization; (c) in respect to the use of the Platform in violation of this Agreement; (d) in respect of defects in or caused by third party software or hardware; (e) problems arising from network connectivity.

Paper Education Company Inc. shall not be responsible to correct any defect or other failure of performance of the Platform caused by the following: (a) use of the Platform that materially deviates from the documentation included in the Platform; (b) modification, customization, alteration or addition or attempted modification, customization, alteration or addition to the Platform; or (c) the abuse or misuse of the Platform.

Paper Education Company Inc. may update the Platform from time to time and shall make commercially reasonable efforts to advise the Customer in advance of all updates that materially affect the functionality of the Platform.

Paper Education Company Inc. shall be under no obligation to refrain from updating the Platform or delay in performing such updates.

11. Monetary Consideration

In consideration for the access granted herein to the Platform, Customer shall pay Paper Education Company Inc. the fees set forth in Schedule "A". Unless otherwise provided in Schedule "A" or as otherwise set out herein, the fees are payable in advance within thirty (30) days for the beginning of the initial term and any renewal terms. Except as otherwise set out in Schedule "A", the fees may be increased by Paper Education Company Inc. by giving the Customer thirty (30) days' prior written notice at any point in time and will be applied at the following invoice to be issued to the Customer. Customer shall have the option of terminating the Agreement by providing written notice if it disagrees with the price increase set out in Provider's written notice, provided this is done no later than at the expiration of the notice period. Except as otherwise noted in Schedule "A" to this Agreement, in the event that Customer adds additional cardholder access during the term, fees associated with such additional accesses shall be payable within thirty (30) days of the end of the term during which they are requested. Except as otherwise noted in Schedule "A" to this Agreement, additional accesses may be purchased only in a minimum quantity of ten (10) cardholder accesses at a time. There are no limits on the number of administrator and teacher accesses to the Platform and no charge for such accesses.

All amounts payable under this Agreement shall be non-refundable.

All payments shall be exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency. Customer shall be liable for payment of all such taxes, however designated, levied or based on Customer's or its Users' possession or use of the Platform including, federal, provincial, state or local sales taxes. Customer agrees that all amounts payable by Customer pursuant to this Agreement shall be paid without any deduction or withholding on account of any taxes, monetary transfer fees, or other charges or withholdings of any nature, except to the extent that the deduction or withholding of any tax is required by applicable law, in which event Customer shall (i) pay to Paper Education Company Inc. such additional amount as is necessary so that Paper Education Company Inc. receives, after such deduction or withholding (including any withholding with respect to this additional amount), an amount equal to the amount that Paper Education Company Inc. would have received if such deduction or withholding had not been made and (ii) deliver to Paper Education Company Inc. within thirty (30) days after the date of such payment an official receipt of the relevant taxing authority showing that Paper Education Company Inc. paid to such taxing authority the full amount of the tax required to be deducted or withheld. Paper Education Company Inc. shall take reasonable administrative actions, if possible, to lawfully mitigate or to help recover on behalf of Customer any withholding taxes, if and only if none of the foregoing actions would operate to prejudice Provider with respect to its tax liability or otherwise. If Customer is tax exempt, Customer shall provide evidence of such exemption upon request.

Unless otherwise expressly set forth in a Proposal, all prices are expressed in Canadian dollars.

12. Confidentiality

Except as may be expressly provided by this Agreement or applicable laws, the Parties acknowledge that Content contributed by Users to the Platform is not confidential as the functionality of the Platform are based on cardholder interactions being visible in whole or in part to administrators and teachers. Except as otherwise provided by this Agreement, Paper Education Company Inc. shall not use the Content contributed by Users other than for purposes of operating the Platform for the Customer and its Users' benefit. Paper Education Company Inc. may however compile and use aggregated data (which for clarity shall not include any personally identifiable information) pertaining to the Platform derived from multiple educational institutions for purposes of (i) further developing the Platform or related products or services; (ii) compiling and disseminating data regarding the use and content of the Platform as well as the courses for which tutoring is offered on the Platform. Personally Identifiable Information provided to Paper Education Company Inc. by Customer or Users shall be treated as confidential information and is subject to Paper Education Company Inc.'s privacy policy available at <https://paper.co/privacy-policy-services> and incorporated herein by reference , which may be updated from time to time by Paper Education Company Inc. by posting updates on its website. The contractual terms of this Agreement constitutes confidential information of Paper Education Company Inc..

During the performance of this Agreement, one Party (the "Disclosing Party") may authorize the other Party (the "Receiving Party") to access or host confidential information (hereinafter the "Confidential Information"). Subject to the other terms of this Agreement, Confidential Information shall include, without limitation, personally identifiable information, log-in credentials, contracts, technical or financial information, databases, trade secrets and know-how. Confidential Information shall not include information that (i) is or will become public other than as a result of a breach of this Agreement or (ii) was known to the Receiving Party prior to the disclosure thereof by the Disclosing Party, as evidenced by written documents.

The Receiving Party shall preserve the confidentiality of any Confidential Information, and shall refrain from using or disclosing the same for any purpose not previously approved in writing by the Disclosing Party or otherwise provided in this Agreement. However, the Receiving Party may disclose Confidential Information in cases where (i) the information is made public through no fault of or contribution by the Receiving Party; (ii) the information was made available to the Receiving Party by a third party that was legally in possession thereof and was free to disclose same; (iii) the information was independently acquired by third parties without access to or knowledge of the Confidential Information; or (iv) this disclosure was required by law or a court order, provided that the Receiving Party gives the Disclosing Party enough advance warning of this requirement so as to give the latter enough time to adopt whatever measures may be needed to avoid or limit the disclosure.

Upon request or upon termination of this Agreement, the Receiving Party shall immediately return or, at the option of the Disclosing Party, destroy the Confidential Information. Moreover, at the request of the Disclosing Party, the Receiving Party agrees to certify, by means of an affidavit, that all of the Confidential Information has been returned or destroyed, as the case may be. However, Paper Education Company Inc. may retain an archival copy of all confidential information disclosed to it, to the extent required by law, regulation, or court order, or to comply with accounting principles.

13. Termination

Each Party may terminate this Agreement in the event the other Party breaches the terms of this Agreement and fails to remedy such breach within thirty (30) days of written notice given by such Party.

All rights to access and use the Platform expire when this Agreement is terminated, regardless of the reason for termination, and no right of use or other such right to access the Platform shall subsist for Customer and all Users.

14. Responsibility for Content and Disclaimer of Representations, Warranties, Conditions

Customer and its Users are solely responsible for any content, messages, photos, videos, reviews or profiles (collectively, "Content") that are published or displayed (hereinafter, "post") on the Platform, or transmitted to other users of the Platform. Customer and Users shall not post any Content that violates is unacceptable pursuant to the terms of this Agreement. Customer understands and agrees that Paper Education Company Inc. may choose to review and delete any Content, in each case in whole or in part, that in the sole judgment of Paper Education Company Inc. violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users of the Platform. Customer and its Users grant complete access to institutions affiliated to Customer to review, record and process any Content that has been provided on the Platform. Institutions affiliated to Customer who have been granted access to their cardholder's conversations agree that any information transmitted by Users and Educators shall not be shared with individuals outside of their institution. By posting Content to any area of the Platform, Customer and its Users automatically grant to Paper Education Company Inc., its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, make available, distribute, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. Such license may be used by Customer subject to the restrictions and limitations provided by this Agreement. Customer further represent and warrant that public posting and use of User Content by Paper Education Company Inc. will not infringe or violate the rights of any third party.

Use of the Platform, including but not limited to the Content posted on the Platform, must be in accordance with any and all applicable laws and regulations. Opinions, advice, statements, offers, or other information or content made available on the Platform or through the Platform, but not directly by Paper Education Company Inc., are those of their respective authors. Such authors are solely responsible for such content. Paper Education Company Inc. does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Platform or available through the Platform, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statements made by any party that appears on the Platform or through the Platform. Under no circumstances will Paper Education Company Inc. or its affiliates be responsible for any loss or damage resulting from: a) your reliance on information or other content posted on the Platform or transmitted to or by any User; or b) reviews or comments made about any User on the Platform by other Users.

Paper Education Company Inc. PROVIDES THE PLATFORM AND ANY AND ALL ASSOCIATED SERVICES ON AN "AS IS" BASIS AND GRANTS NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE PLATFORM (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Paper Education Company Inc. DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET CUSTOMER OR USER REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. Paper Education Company Inc. DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, Paper Education Company Inc. MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY MEMBER OF THE PLATFORM TO PROVIDE SERVICES AS AN EDUCATOR OR TO SECURE THE SERVICES OF AN EDUCATOR, INCLUDING, WITHOUT LIMITATION, PARTICIPANTS IN ANY THIRD PARTY VERIFICATION SERVICE OFFERED ON THE PLATFORM. Paper Education Company Inc. DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE PLATFORM, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN Paper Education Company Inc.. UNDER NO CIRCUMSTANCES WILL Paper Education Company Inc. BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

15. Limitation of Liability

In no event will Paper Education Company Inc. or its Affiliates, be liable for any indirect,

special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Platform, including without limitation damages related to any information received from the Platform, removal of Content from the Platform, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Platform, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Paper Education Company Inc. or its Affiliates, or representatives thereof, are advised of the possibility of such damages, losses or expenses. UNDER NO CIRCUMSTANCES WILL Paper Education Company Inc.'S OR ITS AFFILIATES AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE PLATFORM, EXCEED THE PRICE PAID BY THE CUSTOMER FOR THE INITIAL TERM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Paper Education Company Inc. OR ITS AFFILIATES, BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE PLATFORM, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM INTERACTIONS WITH OTHER MEMBERS OF THE PLATFORM, WHETHER ONLINE OR OFFLINE.

In addition to the preceding paragraphs of this section and other provisions of this Agreement, any advice that may be posted on the Platform is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Paper Education Company Inc. makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Platform.

16. Links to External Sites

Links from the Platform to external sites (including external sites that are framed by Paper Education Company Inc.) do not constitute an endorsement by Paper Education Company Inc. of such sites or the content, products, and other materials presented on such sites or of the products and services that are the subject, but are for users' reference and convenience. Customer and its Users' access them at their own risk. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. Paper Education Company Inc. does not control such sites, and is not responsible for their content. Just because Paper Education Company Inc. has hyperlinks to such sites does not mean that Paper Education Company Inc. endorses any of the material on such sites, or has any association with their operators. Customer further acknowledges that use of any site controlled, owned or operated by third parties is governed by the terms and

conditions of use for those sites, and not by Paper Education Company Inc.'s terms of use and privacy policy. Paper Education Company Inc. expressly disclaims any liability derived from the use and/or viewing of links that may appear on the Platform. Customer hereby agrees to hold Paper Education Company Inc. harmless from any liability that may result from the use of links that may appear on the Platform.

17. Compliance with Privacy Legislation

Paper Education Company Inc. requires Customer to obtain all necessary consents for the online collection, processing and transfer of information of cardholders through the Platform, including without limitation any consent required by applicable laws for children under the age of 13. Customer should refrain from taking steps to register cardholders for the Platform unless all required consents have been obtained. Customer must ensure that parents have access to the Paper Education Company Inc. privacy policy and terms of use. Paper Education Company Inc. will not knowingly collect any information from children under 13, except to the extent permitted by applicable laws. Should Paper Education Company Inc. determine that all required consents have not been obtained for particular cardholders, it shall be entitled to immediately terminate access to the Platform for such cardholders.

18. Third Party Verification Service

Paper Education Company Inc. relies on a third-party verification service to verify information such as, but not limited to, name, address, social insurance number, and criminal background of Educators. Customer does hereby represent, understand and expressly agree that Paper Education Company Inc. is a conduit for the third-party verification service and does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information provided by the third-party verification service.

19. Miscellaneous

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

Customer shall not sell, transfer or assign any right, title or interest it has in or pursuant to this Agreement, without the prior written consent of Paper Education Company Inc.. Any assignment not in accordance with this provision shall be void. Paper Education Company Inc. may, upon notice to Customer, sell, transfer or assign any right, title or interest it has

in this Agreement, if such sale, transfer or assignment (a) is part of the sale, transfer or assignment of all or substantially all of its assets or business; or (b) is made to one of its affiliates.

This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous agreements and communications. Except as expressly provided herein, it shall not be modified except by a written agreement signed by the Parties' authorized representatives.

20. Jurisdiction and Choice of Law

If there is any dispute arising out of this Agreement, the Parties expressly agree that any such dispute shall be governed by the laws applicable in Georgia, without regard to its conflict of law provisions, and the Parties expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Georgia for the resolution of any such dispute.

[The next page is the signature page]

IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

Fulton County, Georgia on behalf of the Fulton County Library System


DocuSigned by:
Robert L. Pitts
Signature

Name: Robert L. Pitts

Title: Chairman

Date: 06/07/2022

Paper Education Company Inc.


Signature

Name: Philip Cutler

Title: Chief Executive Officer

Date: May 27, 2022

SCHEDULE A

CUSTOMER-SPECIFIC

PARAMETERS

1. *Initial Term of the Agreement*
June 1, 2022 to May 31, 2023 (12 Months)

2. *Cardholder Access Included in the Scope of the Agreement and Fees Payable*
Unlimited Access for Fulton County, Georgia on behalf of the Fulton County Library System Cardholders inclusively. The Fulton County Library System agrees to pay \$200,000.00 USD for unlimited access.

3. *Fees Payable for Additional cardholder Accesses*
N/A

4. *Data to be Provided by Customer to Activate Accesses to the Platform*
The customer will provide a user's First name, last name, email address, member number, pin

5. *Details of Professional Development*
Paper Education Company Inc. will execute professional development. Paper Education Company Inc. will provide customer support and training throughout the year to Fulton County, Georgia on behalf of the Fulton County Library System and its stakeholders.


6. Special Terms

This Agreement shall commence on 06/01/2022 and shall remain in effect until 05/31/2023. The Agreement may be renewed for additional Renewal Terms of one (1) year each with written notice thirty days prior to the end of the term. This Agreement is part of the Fulton County Annual Hardware and Software Maintenance and Support List (AML) which is approved annually by the Fulton County Board of Commissioners. As such, payment for the current term of this Agreement will be completed by December 31, 2022 The services detailed in this Agreement will continue until the end of the term of the Agreement.


Paper Education Company Inc. will provide Fulton County, Georgia on behalf of the Fulton County Library System with routine check ins and extra training as needed.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

 14E1B4AA5E6A44A...
 Robert L. Pitts, Chairman
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Chief Deputy County Clerk to the
 Commission


(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

 D7D420799114462...
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

 94183FCA11D54AB...
 Gayle Holloman, Executive Director
 Fulton County Library System

2022-0050	1/19/2022	xxx	xxx
ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____		
RECESS MEETING	REGULAR MEETING		