FULTON COUNTY BOARD OF COMMISSIONERS
FIRST REGULAR MEETING
October 1, 2025
10:00 AM

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

A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA

25-0725 **Board of Commissioners**
Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the First Regular Meeting Agenda for separate consideration.

25-0726 **Board of Commissioners**
Proclamations for Spreading on the Minutes.

Proclamation recognizing “Michael Anthony Taylor Remembrance Day.”
(Arrington)
September 19, 2025

Proclamation recognizing “Alex Delotch Davis Appreciation Day.”
(Barrett/Ivory/Arrington/Abdur-Rahman)
September 20, 2025

Proclamation recognizing “Jasmine Guy Appreciation Day.”
(Barrett/Ivory/Arrington/Abdur-Rahman)
September 20, 2025

Proclamation recognizing “Keshia Walker Appreciation Day.”
(Barrett/Ivory/Arrington/Abdur-Rahman)
September 20, 2025

Proclamation recognizing “Todd Harris Appreciation Day.”
(Barrett/Ivory/Arrington/Abdur-Rahman)
September 20, 2025

Proclamation recognizing “Jermaine Dupri Appreciation Day.”
(Barrett/Ivory/Arrington/Abdur-Rahman)
September 20, 2025

Proclamation recognizing “Arts in Health Appreciation Day.” **(Barrett/Ivory)**
September 27, 2025

Proclamation recognizing “Alpha Merit Badge University Appreciation Day.”
(Abdur-Rahman/Pitts/Ellis/Thorne/Barrett/Ivory)
September 27, 2025

Commissioners' District Board Appointments

25-0727 **Board of Commissioners**
DEPARTMENT OF FAMILY & CHILDREN SERVICES BOARD

The seven (7) members of this board are appointed directly from the County governing authority, effective July 1, 1994, as a result of Senate Bill 469. If the County Governing authority fails to make an appointment within 90 days after the vacancy occurs, the DHR Commissioner is authorized to make the appointment. Incumbents whose terms have expired continue to serve until a successor is appointed. The Official Code of Georgia does not provide any guidance for determining which Commissioner should nominate an appointee in the event of a vacancy. However, the Board of Commissioners adopted a policy at the Recess Meeting, September 18, 1991, item #91-FM-150, assigning one position on the DFACS board to each Commission district.

Term = Five (5) years

Term below expired: 6/30/2024
Vacant **(Abdur-Rahman)**

Commissioner Abdur-Rahman has nominated Robert Hill for a District appointment to a term ending June 30, 2029.

Open & Responsible Government

25-0728 **Real Estate and Asset Management**
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Medley Johns Creek Phase 2 Owner, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097.

25-0729 **Real Estate and Asset Management**
Request approval of a Resolution approving a Radio Communications Tower Lease Agreement between Fulton County, Georgia (Lessee) and the Georgia Technology Authority (Lessor), for premises located at 5651 Stonewall Tell Road, College Park, Georgia from the effective date through December 31, 2025, with nine (9) annual renewal terms, at no monetary rental cost to the County; authorizing the Chairman to execute the Lease Agreement and related documents; authorizing the County Attorney to approve the Lease Agreement and related documents as to form and to make any modifications thereto prior to execution; and for other purposes.

25-0730 **Real Estate and Asset Management**

Request approval of a Resolution approving corrective quit claim deeds for property previously transferred from Fulton County (Grantor) to the Metro Atlanta Land Bank (Grantee) via Quit Claim Deed; authorizing the Chairman to execute the corrective quit claim deeds and related documents; authorizing the County Attorney to approve the corrective quit claim deeds and related documents as to form and to make necessary modifications thereof prior to execution; and for other purposes.

Health and Human Services

25-0731 **Public Works**

Request approval of a change order less than 10% - Public Works, 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B in the amount not to exceed $4,810,722.37 to recognize a substantial completion date of August 6, 2025 and to change the final completion date to October 31,2025 with Archer Western-Brown and Caldwell Joint Venture (Atlanta, GA) to cover costs and time associated with the completion of the project. Effective upon BOC approval.

Justice and Safety

25-0732 **State Court**

Request approval to extend an existing contract - State Court, 14RFP93286A-CJC System with File & ServeXpress LLC (Irving, TX), to provide an integrated electronic filing system for all case types within the jurisdiction of the State Court for an additional 12 month period effective October 5, 2025 through October 4, 2026. This is a revenue-generating contract.

FIRST REGULAR MEETING AGENDA

25-0733 **Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

25-0734 **Clerk to the Commission**

Ratification of Minutes.

First Regular Meeting Minutes, September 3, 2025
Second Regular Meeting Post Agenda Minutes, September 17, 2025

25-0735 **Board of Commissioners**
Presentation of Proclamations and Certificates.

Proclamation recognizing “Filipino American History Month.”
(Pitts/Ellis/Thorne/Barrett/Ivory/Abdur-Rahman)

Proclamation recognizing “Let’s Talk Month.”
(Pitts/Ellis/Barrett/Ivory/Abdur-Rahman)

Proclamation recognizing “GALEO Appreciation Day.”
(Abdur-Rahman/Pitts/Barrett/Ivory)

Proclamation recognizing “Georgia Hispanic Chamber of Commerce Appreciation Day.” **(Thorne/Pitts/Ellis/Ivory)**

Proclamation recognizing “Breast and Cervical Cancer Screening Month.”
(Barrett/Abdur-Rahman/Pitts/Ellis/Thorne/Ivory)

Proclamation recognizing “Domestic Violence Awareness Month.”
(Abdur-Rahman/Pitts/Ellis/Thorne/Barrett/Ivory)

PUBLIC HEARINGS

25-0736 **Board of Commissioners**
Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting**. In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk’s Office.

PRESENTATIONS TO THE BOARD

Metropolitan Atlanta Rapid Transit Authority

25-0737 **Board of Commissioners**
MARTA Quarterly Update

COUNTY MANAGER'S RENEWAL ITEMS

Health and Human Services

25-0738 **Public Works**

Request approval to renew existing contracts - Department of Public Works, 25ITB1357598A-ST, Soft Dig Services in an amount not to exceed $254,500.00 with (A) Southern Hydro Vac, LLC dba AIMS Companies (Powder Spring, GA), in the amount of $127,250.00 and (B) Vacutek Integrated Services (Buford, GA), in the amount of $127,250.00 to provide soft dig services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

25-0739 **Senior Services**

Request approval to renew existing contracts - Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services in an amount not to exceed $3,134,178.00 with Common Courtesy (Atlanta, GA) to provide transportation services/ride sharing to eligible Fulton County residents aged 60 and above. This action exercises the fourth of four renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

25-0740 **Senior Services**

Request approval to renew an existing contract - Department of Senior Services, 21RFP000027A-CJC, Senior Transportation Services in an amount not to exceed $7,625,171.58 with Transdev, Incorporated (East Point, GA) to provide transportation services for Senior Services and Behavioral Health programs. This is the fourth of four renewal options. No renewal options remain. Effective January 1, 2026, through December 31, 2026.

25-0741 **Senior Services**

Request approval to renew an existing contract - Department of Senior Services, 23RFP137278A-CJC, Comprehensive Nutrition Care in an amount not to exceed $2,725,884.69 with Open Hand Atlanta (Atlanta, GA) to provide congregate and home delivered meals, meal delivery, nutrition education and nutrition counseling for Fulton County residents aged 60 and above. This action exercises the third of four renewal options. One renewal option remains. Effective dates January 1, 2026 through December 31, 2026.

25-0742 **Senior Services**

Request approval to renew an existing contract - Department of Senior Services 22RFP035A-CJC, Aging Services in the total amount of $4,363,792.43 with (A) Senior Services North, Inc. (Alpharetta, GA) in the amount of $1,779,844.50; (B) South Fulton Senior Services (College Park, GA) in the amount of $1,469,171.63; and (C) Visiting Nurses Health Systems (Atlanta, GA) in the amount of $1,114,776.30 to provide Aging Services for Fulton County seniors aged 60 and above. This action exercises the third of four renewal options. One renewal option remains. Effective date January 1, 2026 thru December 31, 2026.

25-0743 **Senior Services**

Request approval to renew an existing contract - Department of Senior Services, 25ITB1357652AKM, Indigent Burial Services in the amount not to exceed $494,975.00 with Mutual Meadows Inc. (Peachtree Corners, GA), to provide dignified professional burial services as a last resort for any deceased person declared indigent or unclaimed Fulton County resident if the death occurred within Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 to December 31, 2026.

25-0744 **Senior Services**

Request approval to renew an existing contract - Department of Senior Services, 23ITB125742A-BKJ, Therapeutic Pool Maintenance Services in an amount not to exceed $228,924.00 with United Pool Maintenance of Georgia, LLC (Roswell, GA), to provide pool maintenance, repair and preventive maintenance for all four Senior Multipurpose Facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates January 1, 2026 to December 31, 2026.

COUNTY MANAGER'S ITEMS

Open & Responsible Government

25-0745 **Finance**

Presentation, review, and approval of October 1, 2025, Budget Soundings and Resolution.

25-0746 **Registration & Elections**

Request approval of an amendment to the existing Annual Maintenance Listing (AML) software & hardware service contracts - Department of Registration & Elections with Dominion Voting Systems, Inc. to change service periods from rolling 12-month contracts to a calendar year, January 1 to December 31. Request approval of $343,222.68. Effective upon BOC approval.

25-0747 **Registration & Elections**

Request approval of a statewide contract - Registration & Elections, SWC# 99999-001-SPD0000211-0002, Printing Services in the amount of $125,000.00 with Moore Partners, Inc. dba More Business Solutions (Peachtree Corners, GA) to provide printing services for the preparation and operation of the Public Service Commission General / Municipal General and Runoff Elections. Effective August 1, 2025, through December 31, 2025.

25-0748 **Registration & Elections**

Request approval of a statewide contract - Registration & Elections, SWC# 99999-SPDES40199376IS-02, In-State Car Rental in the amount not to exceed $480,214.68 with Enterprise Leasing of Georgia, LLC (Atlanta, GA) for the rental of box trucks, passenger vehicles and cargo vans, total rental of 126 vehicles for the Public Service Commission General / Municipal General and Runoff Elections. Effective September 9, 2025, through December 31, 2025.

25-0749 **Registration & Elections**

Request approval of a statewide contract - Registration & Elections, SOS# 47800-SOS0000037, Master Solution Purchase and Services Agreement in the amount of $427,836.60 KNOWINK, LLC (St. Louis, MO) to adhere to Secretary of State mandated mail for 'No General Election' mail notices. Effective upon BOC approval.

25-0750 **Registration & Elections**

Request approval of an Intergovernmental Agreement, Registration & Elections, to conduct Special Elections in conjunction with the November 4, 2025, Public Service Commission General / Municipal Elections and the December 2, 2025, Public Service Commission General runoff / Municipal Runoff elections for the City of: Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, and Union City. Effective upon BOC approval.

25-0751 **Registration & Elections**

Request approval to increase spending authority - Registration & Elections, SWC# 99999-001-SPD0000136, Temporary Staffing Services - Clerical & Light in the amount of $180,000.00 with Abacus Corporation (Morrow, GA) to cover the cost of additional work hours and staffing to conduct the Senate District 21 election, which was not included in the original 2025 election calendar, additional spending authority is requested in case expenses exceed the original allocation. Effective upon BOC approval.

25-0752 **Information Technology**

Request approval to increase spending authority - Information Technology, 22ITBC1006B-PS, Fulton PC Refresh Enterprise Workstation, in an amount not to exceed $850,000.00 with CDW Government LLC (Vernon Hills, IL) to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, iMacs, MS Surface Pros and supporting peripherals. Effective upon BOC approval.

Health and Human Services

25-0753 **Public Works**

Request approval to utilize cooperative purchasing - Department of Public Works, Sourcewell Contract # 9999-001-SPD0000177-0024, Heavy Construction Equipment with Related Attachments and Technology in the amount not to exceed $249,160.00 with Caterpillar through Sourcewell's Authorized Representative Yancey Bros. (Atlanta, GA), for the purchase and delivery of one (1) Caterpillar, Inc. Model: 315 Excavator. This is a one-time procurement.

25-0754 **Public Works**

Request approval of a Resolution that will authorize an increase of five percent (5%) to the water and sewer volumetric rate increase for each of the next two (2) years; to make the necessary increases to the water and sewer fee schedules; to approve modifications to the water connection fees for North Fulton; to provide for an effective date; and for other purposes which are necessary to complete the projects included in the 2025 Water Masterplan and the Public Works Capital Improvement Program.

COMMISSIONERS' ACTION ITEMS

25-0719 **Board of Commissioners**

Request approval a Resolution to amend Fulton County's current budget to increase the departmental budget for Magistrate Court by $178,000.00 based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory/Barrett/Arrington) (MOTION TO APPROVE AS AMENDED FAILED ON 9/17/25)**

25-0720 **Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the office of the Public Defender, Atlanta Judicial Circuit, by $1,428,000.00, based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory/Barrett/Arrington) (MOTION TO APPROVE AS AMENDED FAILED ON 9/17/25)**

25-0722 **Board of Commissioners**
Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-63 (Presiding Officer and Rules for Debate) of the Fulton County Code of Ordinances; and for other purposes. **(Pitts)**
(MOTION TO APPROVE FAILED ON 9/17/25)

25-0755 **Board of Commissioners**
Request approval of a Resolution to increase the compensation paid to each member of the Fulton County Boards of Equalization from $100.00 per day to $150.00 per day; and for other purposes. **(Arrington)**

25-0756 **Board of Commissioners**
Request approval of a Resolution to direct County management to develop a comprehensive "Project Care" public health strategic plan that addresses the healthcare disparities in Fulton County as outlined in the 2023 "Project Care" study and builds on efforts already underway; to include related costs in the FY2026 budget as needed; to ensure that the "Project Care" plan includes goals, key performance indicators, and regular reporting to the Board of Commissioners; and for other purposes. **(Barrett)**

EXECUTIVE SESSION

25-0757 **Board of Commissioners**
Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

ADJOURNMENT

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0726 **Meeting Date:** 10/1/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Proclamations for Spreading on the Minutes.

Proclamation recognizing “Michael Anthony Taylor Remembrance Day.” **(Arrington)**
September 19, 2025

Proclamation recognizing “Alex Delotch Davis Appreciation Day.”
(Barrett/Ivory/Arrington/Abdur-Rahman)
September 20, 2025

Proclamation recognizing “Jasmine Guy Appreciation Day.”
(Barrett/Ivory/Arrington/Abdur-Rahman)
September 20, 2025

Proclamation recognizing “Keshia Walker Appreciation Day.”
(Barrett/Ivory/Arrington/Abdur-Rahman)
September 20, 2025

Proclamation recognizing “Todd Harris Appreciation Day.” **(Barrett/Ivory/Arrington/Abdur-Rahman)**
September 20, 2025

Proclamation recognizing “Jermaine Dupri Appreciation Day.”
(Barrett/Ivory/Arrington/Abdur-Rahman)
September 20, 2025

Proclamation recognizing “Arts in Health Appreciation Day.” **(Barrett/Ivory)**
September 27, 2025

Proclamation recognizing “Alpha Merit Badge University Appreciation Day.”
(Abdur-Rahman/Pitts/Ellis/Thorne/Barrett/Ivory)
September 27, 2025

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0728 **Meeting Date:** 10/1/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Medley Johns Creek Phase 2 Owner, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097.

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

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: Medley Johns Creek Phase 2 Owner, LLC, the owner of the real property located at

11660 Johns Creek Pkwy, Johns Creek, Georgia 30097, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners**.**

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

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced and recorded in Deed Book 69211, Page 644.

At the request of Medley Johns Creek Phase 2 Owner, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 95 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted**.**

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

Parcel Number: 11 106003990399 Cross Reference Plat Book 69211, Page 644
Deed Book 67662, Page 602

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, between MEDLEY JOHNS CREEK PHASE 2 OWNER, LLC, a Delaware limited liability company, a property owner within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

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

69211 644

1.

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

2.

With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

3.

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

4.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its

assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

5.

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

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements when needed to protect the health, safety and general welfare of the public.

7.

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

8.

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

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

10.

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

11.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed

in accordance with the laws of the State of Georgia. If any provisions of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

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

13.

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

COUNTY:	Fulton County Director of Public Works 141 Pryor Street, SW, 6th Floor Atlanta, GA. 30303
with a copy to:	County Attorney Office of the County Attorney 141 Pryor Street, SW, Suite 4038 Atlanta, GA. 30303
OWNER:	Medley Johns Creek Phase 2 Owner, LLC c/o Toro Development, LLC 6200 Avalon Boulevard Alpharetta, Georgia 30009 Attn: John Kelley and Vicky Boyce E-mail: john.kelley@torodevco.com Vicky.boyce@torodevco.com Re: 1st District 1st Section, Land Lot(s) 398 and 399 Parcel Number: 11 106003990399

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

Signatures:

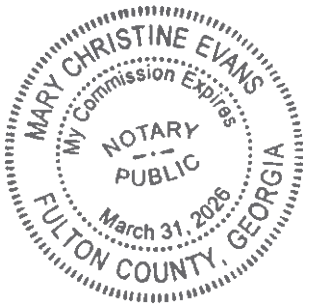
Signed sealed and delivered in the presence of

Unofficial Witness

Notary Public
My Commission Expires: 3/31/26

(Notary Seal)

(Notary Stamp)



OWNER

MEDLEY JOHNS CREEK PHASE 2 OWNER, LLC, a Delaware limited liability company

Signature (Authorized Party to Bind Owner Entity)

Vicky Boyce, Authorized Signatory

Signatory's Name and Title (printed)

Owner's Address: Toro Development
6200 Avalon Boulevard
Alpharetta, GA 30009

[Signatures continued on next page.]

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

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

_____
Witness

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

_____
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

_____
Y. Soo Jo, County Attorney

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

Exhibit A

The rights, easements and obligations granted herein pertain only to that portion of the Medley Johns Creek Development which is located on the Property described below:

Tract 2

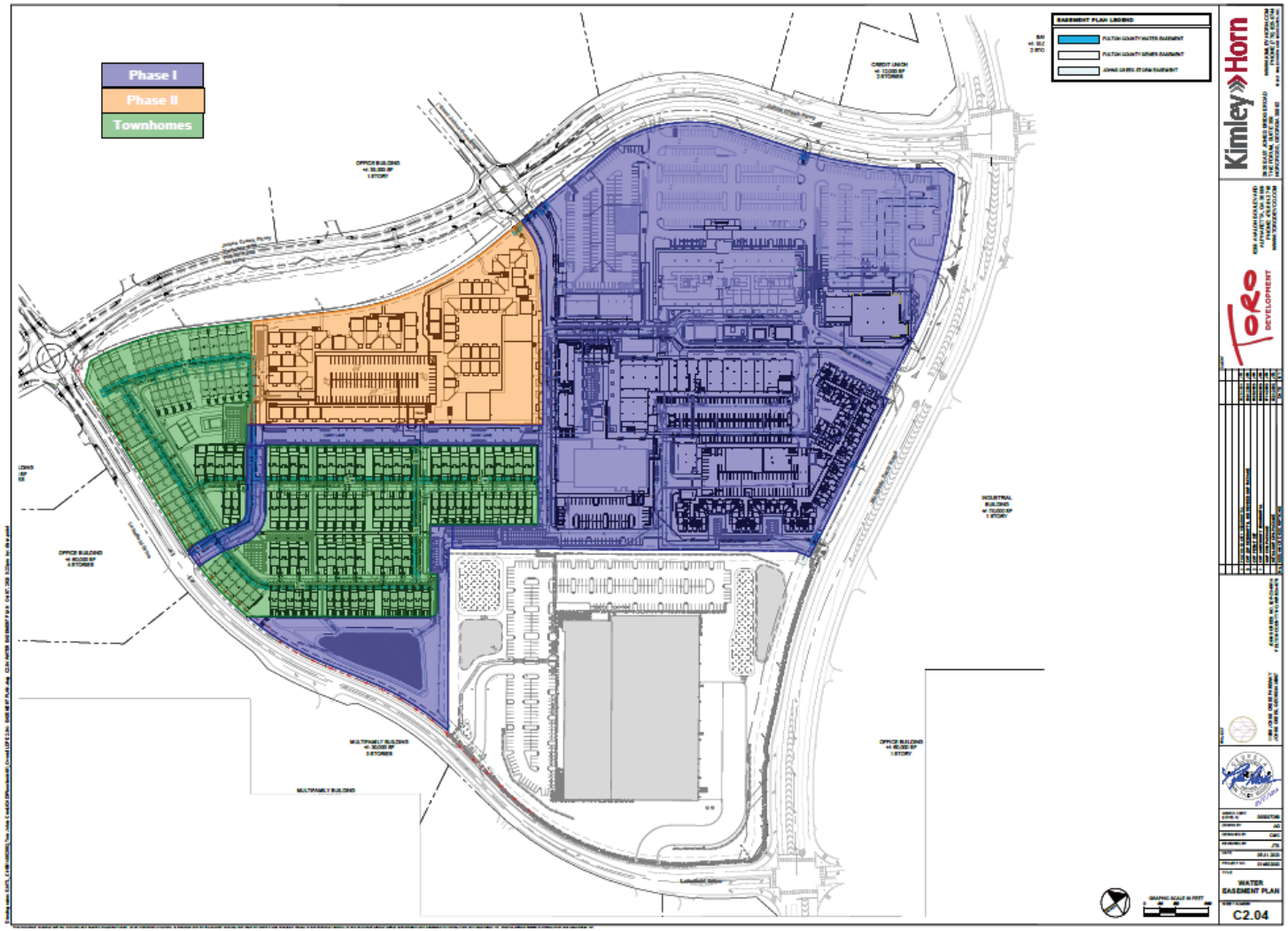
All that tract or parcel of land lying and being in Land Lots 398 and 399 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South 67° 41' 45" West a distance of 38.05 feet to an iron pin set; thence South 67° 41' 45" West a distance of 31.97 feet to an iron pin set; thence running along the southeasterly and easterly proposed Right of Way of Johns Creek Parkway the following courses: along a curve to the right an arc length of 144.76 feet, (said curve having a radius of 991.71 feet, with a chord bearing of South 35° 39' 57" West, and a chord length of 144.63 feet) to a point; thence running along an arc to the right an arc length of 227.99 feet, (said curve having a radius of 991.75 feet, with a chord bearing of South 46° 26' 01" West, and a chord length of 227.48 feet) to a point; thence South 53° 01' 31" West a distance of 169.35 feet to a point; thence running along a curve to the left an arc length of 353.06 feet, (said curve having a radius of 349.39 feet, with a chord bearing of South 23° 58' 36" West, and a chord length of 338.23 feet) to a point; thence South 05° 01' 35" East a distance of 263.98 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and leaving the proposed Right of Way of Johns Creek Parkway thence North 84° 58' 25" East a distance of 20.15 feet to an iron pin set; thence running along a curve to the right an arc length of 106.79 feet, (said curve having a radius of 153.00 feet, with a chord bearing of South 75° 01' 53" East, and a chord length of 104.63 feet) to an iron pin set; thence South 55° 02' 11" East a distance of 44.68 feet to an iron pin set; thence South 58° 52' 25" East a distance of 82.18 feet to an iron pin set; thence South 55° 02' 11" East a distance of 272.98 feet to an iron pin set; thence South 34° 57' 49" West a distance of 745.51 feet to an iron pin set; thence North 55° 02' 11" West a distance of 59.15 feet to an iron pin set; thence North 30° 21' 57" East a distance of 13.05 feet to a point; thence North 55° 02' 11" West a distance of 200.03 feet to an iron pin set on the southeasterly proposed Right of Way of Johns Creek Parkway; thence running along the proposed Right of Way the following courses: North 27° 58' 31" East a distance of 221.97 feet to a point; thence running along a curve to the left an arc length of 431.99 feet, (said curve having a radius of 750.00 feet, with a chord bearing of North 11° 28' 28" East, and a chord length of 426.04 feet) to a point; thence North 05° 01' 35" West a distance of 87.73 feet to the TRUE POINT OF BEGINNING.

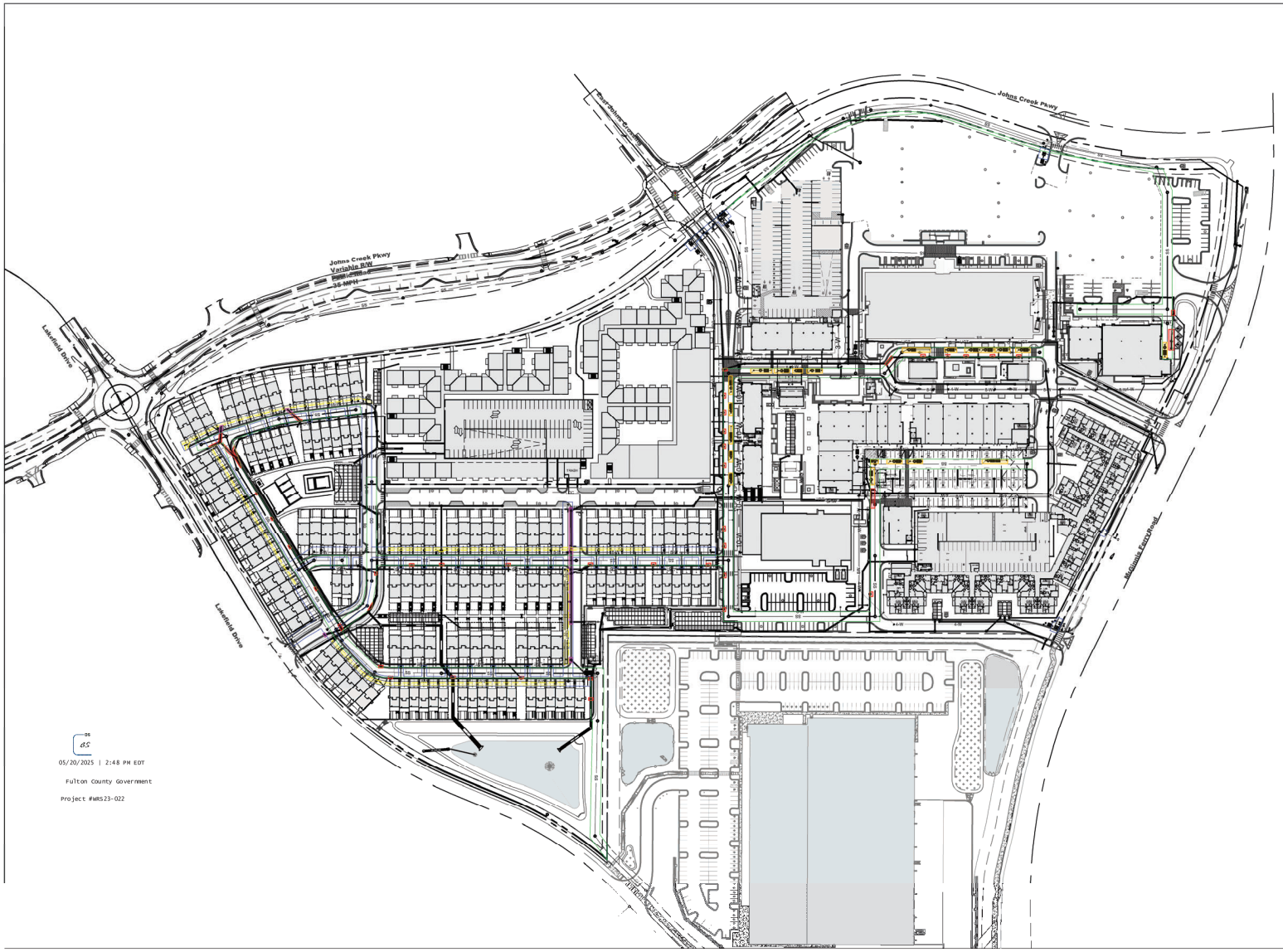
Said tract contains 5.860 Acres (255,281 Square Feet).

Parcel Number: 11 106003990399

THE PORTION LABELED AS "PHASE II" AND SHADED ACCORDINGLY IN THE BELOW DEPICTION REFLECTS THE APPROXIMATE LOCATION OF THE ABOVE-DESCRIBED PROPERTY OVERLAID ON SUCH PLAN.



K:\ATL Civil\014602003_Toro Johns Creek\CAD\Exhibits\2025-02-17 Revised Encroachment Exhibit\Encroachment Exhibit.dwg EXHIBIT Feb 17, 2025 1:12pm by: dhruv.patel



LEGEND

- POWER LINE ENCROACHMENT IN WATER EASEMENT
- STORM STRUCTURE ENCROACHMENT IN WATER EASEMENT
- STORM STRUCTURE ENCROACHMENT IN SEWER EASEMENT
- GREASE TRAP ENCROACHMENT IN SEWER EASEMENT
- WATER EASEMENT EXTENT
- SEWER EASEMENT EXTENT

ENCROACHMENT AREAS

PHASE 1:	
WATER EASEMENT ENCROACHMENT:	67 SF
SEWER EASEMENT ENCROACHMENT:	8,365 SF
PHASE 2:	
WATER EASEMENT ENCROACHMENT:	95 SF
SEWER EASEMENT ENCROACHMENT:	N/A
TH PHASE:	
WATER EASEMENT ENCROACHMENT:	14,626 SF
SEWER EASEMENT ENCROACHMENT:	1,517 SF

GEORGIA REGISTERED PROFESSIONAL ENGINEER JOHN TYLER ROGERS

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

Kimley»Horn
3930 EAST JONES BRIDGE ROAD THE FORUM, SUITE 350 NORCROSS, GEORGIA 30092
PHONE: 770.825.0744 www.kimley-horn.com

TITLE: *EASEMENT ENCROACHMENT EXHIBIT*

PROJECT: MEDLEY-JOHNS CREEK TOWN CENTER

CLIENT: *TORO DEVELOPMENT COMPANY*

JOB NUMBER:	014602003
SCALE:	1" = 100'
DATE:	02/17/2025
SHEET:	EXHIBIT A

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2025

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0729 **Meeting Date:** 10/1/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Resolution approving a Radio Communications Tower Lease Agreement between Fulton County, Georgia (Lessee) and the Georgia Technology Authority (Lessor), for premises located at 5651 Stonewall Tell Road, College Park, Georgia from the effective date through December 31, 2025, with nine (9) annual renewal terms, at no monetary rental cost to the County; authorizing the Chairman to execute the Lease Agreement and related documents; authorizing the County Attorney to approve the Lease Agreement and related documents as to form and to make any modifications thereto prior to execution; and for other purposes.

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

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work:

The approval of the Fulton County Board of Commissioners is being requested by the Department of Emergency Services (E911) and the Department of Real Estate and Asset Management (DREAM) to execute a Radio Communications Tower Lease Agreement with the Georgia Technology Authority (GTA). The Board of Commissioners, via Agenda Item 15-0316 on April 15, 2015, previously approved a Lease Agreement between the parties for the same property ("Original Agreement") for the purpose of providing emergency communication services for the benefit of the public. This new Lease Agreement allows the County to continue to lease the property from GTA for uninterrupted radio communications services.

The initial term of the agreement shall be effective upon the approval of the Fulton Board of Commissioners through December 31, 2025, and the agreement has nine (9) optional one-year renewal periods. Fulton County will not be required to make monetary rental payments during the initial or any permitted renewal term of the agreement.

This Lease Agreement between Fulton County and GTA is required to formalize the terms on which the Fulton County Department of Emergency Services' communication equipment will be allowed to remain attached on the cell tower structure located 5651 Stonewall Tell Road, College Park, Georgia.

Community Impact: Approval of a new Lease Agreement will allow the Fulton County Department of Emergency Services to continue to provide emergency communication services from this location.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the attached Lease Agreement for the purpose of extending the County's occupancy on the same terms and conditions of the original lease agreement.

Project Implications: Emergency Services will have the benefit of continued occupancy at a desired location without incurring the costs to relocate to an alternate location.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Approval of the Lease Agreement does not require monthly payments.

A RESOLUTION APPROVING A RADIO COMMUNICATIONS TOWER LEASE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND THE GEORGIA TECHNOLOGY AUTHORITY, FOR PREMISES LOCATED AT 5651 STONEWALL TELL ROAD, COLLEGE PARK, GEORGIA, FROM THE EFFECTIVE DATE THROUGH DECEMBER 31, 2025, WITH NINE (9) ANNUAL RENEWAL TERMS, AT NO MONETARY RENTAL COST TO THE COUNTY; AUTHORIZING THE CHAIRMAN TO EXECUTE THE LEASE AGREEMENT AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE LEASE AGREEMENT AND RELATED DOCUMENTS AS TO FORM AND TO MAKE ANY MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County's Department of Emergency Services ("FC Emergency Services") is the cornerstone of the County's comprehensive public safety response system with a main objective of facilitating the flow of information during an emergency in a seamless and rapid manner, and providing aid, comfort, and instructions to the public prior to the arrival of Law Enforcement, Fire, and Emergency Medical Services; and

WHEREAS, FC Emergency Services also operates the Emergency Communications Center and is responsible for managing the largest public safety radio system in Georgia with more than 6,000 users; and

WHEREAS, the Georgia Technology Authority ("GTA") owns and is responsible for the management of a cell tower facility located at 5651 Stonewall Tell Road, situated in College Park, Georgia ("Tower"); and

WHEREAS, Fulton County (as tenant) and GTA (as landlord) previously entered into a Radio Communications Tower Lease Agreement, as approved by the Board of Commissioners as Agenda Item 15-0316 on April 15, 2015 ("Prior Lease Agreement"), pursuant to which GTA granted Fulton County a lease to place communications equipment on the Tower, which supported FC Emergency Services; and

WHEREAS, it is the mutual desire of Fulton County and GTA that Fulton County continue to place and maintain communications equipment on the Tower, and to execute a new Radio Communication Tower Lease Agreement for the purpose of formalizing the rental terms for such placement and maintenance; and

WHEREAS, the Department of Real and Asset Management, FC Emergency Services, and GTA have negotiated mutually acceptable rental terms for a new Radio Communication Tower Lease Agreement, including an initial term from the effective date through December 31, 2025 with nine (9) optional annual renewal terms thereafter, and no monetary rental cost to the County; and

WHEREAS, pursuant to O.C.G.A. § 36-60-13, each county or municipality in this state shall be authorized to enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods materials, real and personal property, services and supplies, and pursuant to O.C.G.A. § 36-10-1, all contracts entered into by

the county governing authority with other persons on behalf of the county shall be in writing and entered on its minutes.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves the Radio Communications Tower Lease Agreement with the Georgia Technology Authority, in substantially the form attached hereto as Exhibit A, and related documents.

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is hereby authorized to execute the Radio Communication Tower Lease Agreement, and related documents, between Fulton County and the Georgia Technology Authority.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the Radio Communication Tower Lease Agreement, and related documents, as to form and to make such other or additional modifications as are necessary, to protect the County's interests prior to execution by the Chairman.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this _____ day of _____, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Robert L. Pitts, Chairman (At-Large)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Exhibit A

Form of Radio Communications Tower Lease Agreement

LEASE #_____

GTA AND FULTON COUNTY
RADIO COMMUNICATIONS TOWER
LEASE AGREEMENT

This **LEASE AGREEMENT** ("Lease Agreement"), made and entered into on the date of the last signature hereto, _____ ____, 2025 (such date, the "Effective Date"), by and between the **Georgia Technology Authority** ("GTA"), an entity within the executive branch of the State Government of Georgia ("Lessor") and **Fulton County, Georgia,** a political subdivision of the state of Georgia ("Lessee"), and each party may individually be referred to as a "Party" or together, the "Parties".

WHEREAS, Lessor is the owner of certain land improved with a radio communications tower ("Tower") and equipment building located at 5651 Stonewall Tell Rd, College Park, Fulton County, Georgia, Latitude 33.606624 North, Longitude -84.554563 ("Premises"), and shown on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Lessor and Lessee previously entered into a Radio Communications Tower Lease Agreement, dated as of April 15, 2015 ("Prior Lease Agreement"), pursuant to which Lessor leased the Premises to Lessee for Lessee's placement of radio communications equipment on the Tower, and related uses; and

WHEREAS, the Parties wish to continue Lessor's lease of the Premises to Lessee as contemplated by the Prior Lease Agreement and on substantially the same terms; and

WHEREAS, the Parties desire to enter into this Lease Agreement pursuant to which Lessor shall lease to Lessee the Premises on the terms and conditions stated herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties, intending to be legally bound, agree as follows:

1. *Use of Radio Communications Tower*: Lessor does hereby agree to lease the Premises to Lessee for the purposes of placing upon, maintaining, repairing, operating, upgrading, and using the following on the Premises:

> Lessee's equipment, which shall include one of each of: Antenna, Transmitter, Receiver, Repeater, Pager, Back-Up Generator, Amplifier, and Transmission Lines (collectively, the "Equipment").

The uses described above may be modified only by the written consent of the Parties.

2. *Term*: This Lease Agreement shall commence on the Effective Date and continue through December 31, 2025 ("Initial Term"). Lessee shall have the right to extend the term pursuant to Paragraph 5, *Renewal Options*, below.

3. *Rent*: For the rights herein granted by Lessor to Lessee, for and during the Term of this Lease Agreement, Lessee, in lieu of monetary rent, shall perform all the following tasks:

a. Maintain and repair the Premises, including the Tower (and lighting system installed thereon), antennas, AC units, electrical and grounding system, perimeter fence and gates, and generator (including maintaining sufficient fuel and refreshing the same as needed).

b. Maintain the grass, trees, woods, and brush on the Premises within the perimeter of the fence.

c. Provide access to Lessee's 800 MHz RF System to Georgia State law enforcement agencies (Georgia Bureau of Investigations, Georgia Department of Public Safety, Georgia Forestry Commission, and Georgia Department of Natural Resources).

d. Ensure that any additional lessees of the Premises have access to Lessee's uninterruptible power supply and back-up generator system.

e. Accept any necessary transfer of Lessor's Georgia Power account (Account No. 47199-56031) for the above Premises to Lessee and ensure monthly payments are paid in full.

4. *Possession of Premises:* Should Lessor, for any reason whatever, be unable to deliver possession of the Premises to Lessee on the Effective Date of this Lease Agreement, this Lease Agreement may be immediately canceled, terminated, and declared null and void at the option of Lessee by giving Lessor notice thereof within thirty (30) days of such failure.

5. *Renewal Provisions:* Subject to the terms and conditions of this Lease Agreement and pursuant to O.C.G.A. § 36-60-13, this Lease Agreement shall automatically renew after the expiration of the Initial Term, without the necessity of any notice or other action from either Lessor or Lessee, for nine (9) consecutive annual terms (with each annual term a "Renewal Term"). All other terms and conditions of this Lease Agreement shall apply during any such Renewal Term. The Initial Term plus any effective Renewal Term shall hereinafter be collectively referred to as "Term." Each Renewal Term shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners for that annual period. If such funds are not available and appropriated for any Renewal Term, Lessee shall have the right to terminate the Lease Agreement. In no event shall the Term continue beyond December 31, 2034, unless extended by mutual written agreement of Lessor and Lessee.

6. *Operation of Equipment:* Lessee shall install, operate, and maintain its Equipment located upon the Premises in accordance with all applicable laws and regulations. Lessee agrees to install radio equipment of types and frequencies which would not cause interference to the equipment or transmissions of Lessor, or other lessees currently on the Premises, or to equipment or transmissions of Lessor, other lessees, or other parties, not currently located on the Premises. In the event Lessee's Equipment causes such interference, at its sole cost and expense, Lessee shall take all steps necessary to connect and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Lessee agrees

to then immediately cease using the Equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event Lessee cannot eliminate such interference after using its best efforts to do so, this Lease Agreement shall then immediately terminate without further obligation by either party if Lessee fails to cease using or operating the Equipment causing such interference beyond the prescribed timeframe of forty-eight (48) hours, Lessor has the right to disconnect the equipment causing such interference. If termination of this Lease Agreement is necessary due to interference, Lessee has the right to access the Premises within the thirty (30) days following the termination date for the purposes of removing its Equipment from the Premises.

7. *Lessee's Right of Access:* Lessor agrees that Lessee shall have free access to the Premises for the purpose of installing the Equipment and during the Term of this Lease Agreement, and free ingress and egress to said Premises is hereby granted to Lessee for the purpose of maintenance and repair. It is agreed, however, that only authorized engineers of Lessee or persons under their direct supervision will be permitted to enter the Premises. At no time shall Lessee move equipment from its original locations, add equipment to, or, except as provided in Paragraph 6, *Operation of Equipment*, remove equipment from said Premises without the expressed written permission of Lessor.

8. *Utilities:* Lessee agrees to pay all utilities associated with its use of the Premises under this Lease Agreement.

9. *Liability*: In connection with Lessee's use of the Premises, Lessor shall not be liable to Lessee for any loss or damage, regardless of cause, except damage caused by Lessor's negligence.

10. *End of Lease Term*: At the expiration or termination of this Lease Agreement, Lessee shall remove all property from the Premises, which was placed there by Lessee, and shall restore the Premises to that condition as existed upon the commencement of this Lease Agreement.

11. *Insurance*: Lessee is self-insured and will provide evidence of such to Lessor.

12. *Liens*: Lessee shall not permit any mechanics, materialman's, or other liens to stand against the Premises for any labor or material furnished by Lessee in connection with work of any character performed on the Premises by or at the direction of Lessee.

13. *Maintenance, Damage, or Destruction*: Lessee shall be responsible for the repair and maintenance of the Tower and equipment building. Additionally, Lessee shall maintain the trees, woods, and brush on its property within the immediate vicinity of the Tower and equipment building to reasonably prevent damage to Lessor's improvements and the Premises caused by falling trees, limbs, woods, or brush. If the Premises or any portions thereof in which the Equipment is located is damaged by fire or any other casualty and if such damage has rendered the Premises unleasable, either Party may terminate this Lease Agreement. Nothing contained in this Lease Agreement shall be construed as requiring Lessor or Lessee to rebuild all or any portion of the Premises.

14. *Eminent Domain*: If the Tower, equipment building, or any portions thereof, in which the Premises are located, is taken by eminent domain, so as to make the Leased Premises unusable for the purposes set forth in this Lease Agreement shall terminate upon the date of such taking. The rights of Lessor shall in no way prejudice or interfere with any claim or defense which Lessee may have against the governmental entity or condemning authority exercising the power of eminent domain or condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other Party by any condemning authority notwithstanding the termination of this Lease Agreement as herein provided.

15. *Default*:

a. The following events shall constitute events of default by Lessee under this Lease Agreement: if Lessee shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform, and comply with any reasonable material term, covenant, condition, requirement, restriction, or provision of this Lease Agreement, and shall not cure such failure within thirty (30) days after Lessor gives Lessee written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Lessee shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Lessee, Lessor may immediately initiate legal proceedings to evict Lessee and Lessee's effects from the Premises.

b. The following events shall constitute events of default by Lessor under this Lease Agreement: if Lessor shall fail to deliver the Premises to Lessee, or interferes with Lessee's use of the Premises for the purposes of this Lease Agreement, or violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform, and comply with any reasonable material term, covenant, condition, requirement, restriction, or provision of this Lease Agreement, and shall not cure such failure within thirty (30) days after Lessee gives Lessor written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Lessor shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Lessor, Lessee may terminate this Lease Agreement and recover and remove all its Equipment and effects from the Property.

16. *Notices*: All notices, demands, and requests required or permitted to be given under the provisions of this Lease Agreement shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed as follows:

a. ***If to Lessor:***

Georgia Technology Authority
47 Trinity Avenue SW, Suite 330-22
Atlanta, GA 30334
404-656-2042

Attention: Ralph Bevan
Ralph.Bevan@gta.ga.gov

With a copy to:

State Properties Commission, Leasing Division
47 Trinity Avenue SW, Suite G02
Atlanta, Georgia 30334-9006

b. ***If to Lessee:***
Fulton County Emergency Services
130 Peachtree St SW, Suite 3147
Atlanta, GA 30303
(___) ___-_____
Contact Person: Dir. Fulton County Emergency Services

With a copy to:

Fulton County Department of Real Estate and Asset Management
141 Pryor Street, G119
Atlanta, Georgia 30303
(404) 612-3772
Attention: Director Department of Real Estate and Asset Management

Fulton County Department of Real Estate and Asset Management
141 Pryor Street, Suite 8021
Atlanta, Georgia 30303
(404) 612-7884
Attention: Land Administrator

Fulton County Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303
(404) 612-0246

17. *Assignment:* Except to another entity within the State Government of Georgia, Lessee shall not assign this Lease Agreement or sublet the Premises or any part thereof without prior written consent of the Lessor, which shall not be unreasonably withheld. An assignee or sublessee shall be bound by the same conditions of this Lease Agreement as Lessee. Assignment of or subleasing in no way relieves Lessee of all the terms and conditions of this Lease Agreement.

18. *Termination*: Either Party may terminate this Lease Agreement for convenience upon one hundred eighty (180) days prior written notice to the other Party.

19. *Waiver:* Failure or delay on the part of the Parties hereto to exercise any right,

power, or privilege hereunder, shall not operate as a waiver thereof.

20. *Special Stipulations:*

a. All Equipment maintained on the Premises by Lessee as of the Effective Date of this Lease Agreement shall remain in the locations currently designated for such Equipment and shall be relocated on the Premises only upon the mutual written consent of the Parties hereto.

b. Lessor, or its designated representative, shall have the sole right initially and during the Term of this Lease Agreement to:

(1) determine the location of the Equipment,
(2) approve the size, type, and quality of the Equipment (including any and all electrical connections thereof),
(3) require Lessee to take whatever action is necessary to eliminate objectionable interference by Lessee's Equipment with current equipment or transmissions of Lessor or any other current lessees of the Premises. All transmitters must be equipped with any transmitter isolator devices necessary to minimize spurious radiations, as determined by Lessor.

21. *Binding Effect:* This Lease Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

22. *Entire Agreement:* This Lease Agreement represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations between such Parties and can be amended, supplemented, or changed only by agreement in writing which makes specific reference to this Lease Agreement and which is signed by each party hereto.

23. *Governing Law:* This Lease Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.

24. *Severability:* Should any provision of this Lease Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

25. *Entry Upon the Premises:* Lessee shall provide email notifications at least forty-eight (48) hours in advance of Lessee's desired date and time to enter the Premises for routine inspection, maintenance, and improvements to both of the following authorized contacts of Lessor:

Ralph Bevan
Email: Ralph.Bevan@gta.ga.gov
404-656-2042

Lessee shall provide notification at least one (1) hour in advance of Lessee's desired date and time to enter the Premises for emergency inspection and maintenance to both of the above individuals.

Lessee shall use its best effort to assure that its entrance upon the Premises does not unreasonably interfere with Georgia's Department of Juvenile Justice (DJJ) use of its premises.

Lessor also acknowledges that to implement the purposes of this Lease Agreement, Lessee will engage one or more independent contractors, who, in addition to Lessee's employees, will enter the Premises as agents of Lessee. By contract, Lessee will cause the agents to assume liability for loss or damages that may be experienced by Lessor as a result of the agents' activities on the Premises.

26. *Force Majeure*: Each of Lessor and Lessee shall be excused from the performance of any of its obligations under this Lease for the period of any delay resulting from any cause beyond its control, including, without limitation, labor disputes, governmental regulations or controls, fires or other casualties, natural disasters, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of such Party.

27. *No Third-Party Beneficiaries:* This Lease Agreement is made between and limited to Lessor and Lessee, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Lessor and Lessee, and no other person or entity shall be considered a third-party beneficiary by virtue of this Lease Agreement or otherwise entitled to enforce the terms of this Lease Agreement for any reason whatsoever.

[Signatures on following page]

IN WITNESS WHEREOF, Lessor and Lessee have hereunto signed, sealed, and delivered this Lease Agreement in duplicate original on the day, month and year written below, each of the Parties keeping one of the duplicate originals.

ATTEST:	Georgia Technology Authority, an entity within the executive branch of the State Government of Georgia:
_____	_____
Name and Title	Name and Title
(SEAL)	

[Signatures continue on following page]

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

ATTEST:

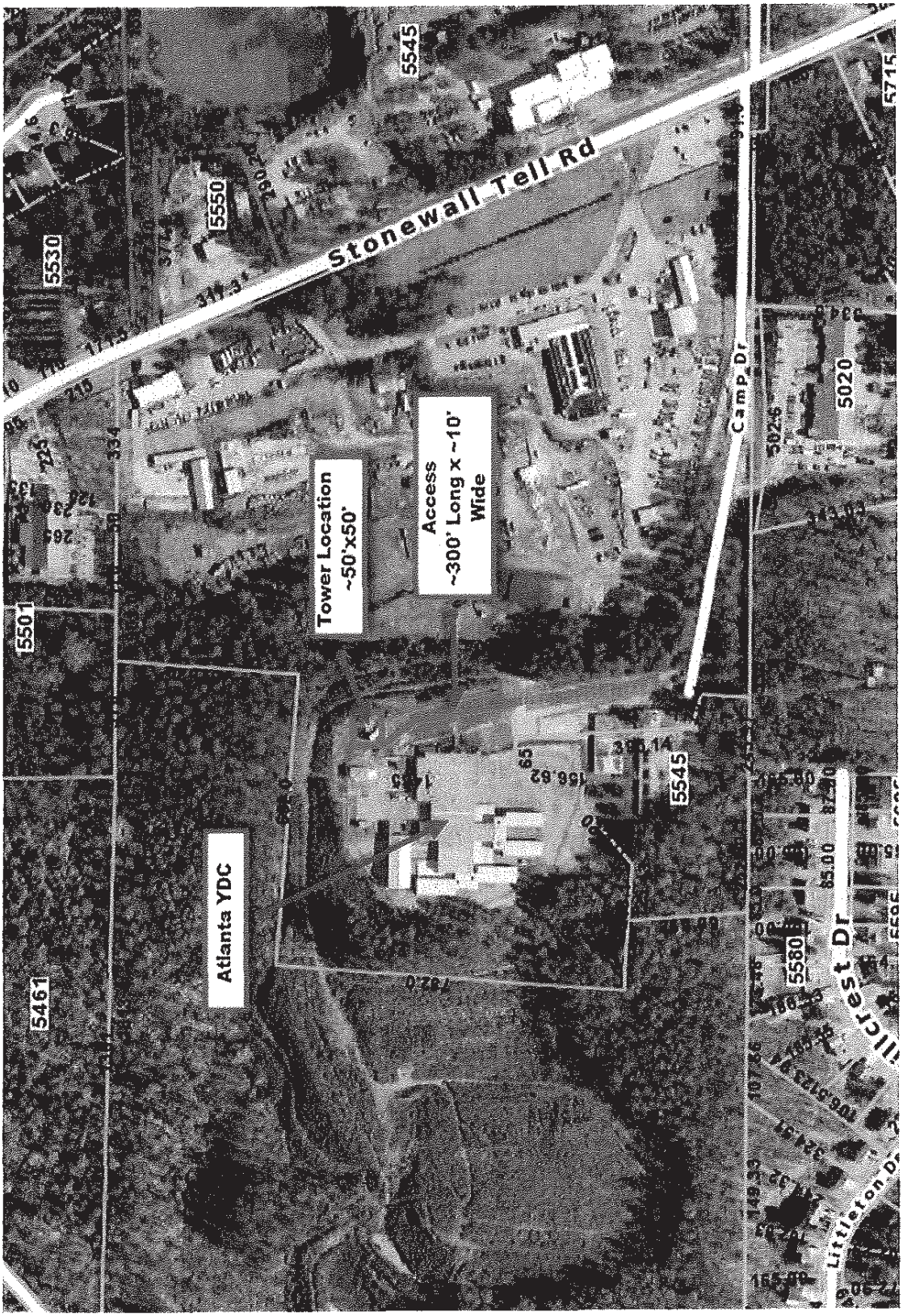
_____
Tonya R. Grier, Clerk
Fulton County Board of Commissioners

_____
Robert L Pitts, Chairman
Fulton County Board of Commissioners

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

EXHIBIT A



#011541

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0730 **Meeting Date:** 10/1/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Resolution approving corrective quit claim deeds for property previously transferred from Fulton County (Grantor) to the Metro Atlanta Land Bank (Grantee) via Quit Claim Deed; authorizing the Chairman to execute the corrective quit claim deeds and related documents; authorizing the County Attorney to approve the corrective quit claim deeds and related documents as to form and to make necessary modifications thereof prior to execution; and for other purposes.

Requirement for Board Action
Pursuant to O.C.G.A. § 36-9-3, Fulton County has authority to sell, grant, lease, rent, convey, or transfer any real property owned by the County, and pursuant to FCC § 1-117, the Board of Commissioners are vested with exclusive jurisdiction to direct and control all the property in the County, according to law.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☒
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The Department of Real Estate and Asset Management - Land Division staff received a request from the Metro Atlanta Land Bank (Land Bank) to execute a Corrective Quit Claim Deed for the purpose of adding a legal description for one of seven (7) parcels that Fulton County previously transferred to the Land Bank.

The Fulton County Board of Commissioners previously approved the transfers of the parcels on March 15, 2006 as Agenda Item 06-0246. Corrective quit claim deeds are required to include the correct legal descriptions for the following parcels:

(1) 755 Coleman Street, Atlanta, GA (Tax ID 14-0086-0007-051-4)
(2) 756 Simpson Street, Atlanta, GA (Tax ID 14-0110-0002-140-0)
(3) 1150 Hunter Place, Atlanta, GA (Tax ID 14-0116-0001-001-9)
(4) 1005 Dimmock Street, Atlanta, GA (Tax ID 14-0119-0004-049-2)
(5) Dimmock Street, Atlanta, GA (Tax ID 14-0119-0004-051-8)
(6) 1368 Lucille Avenue, Atlanta, GA (Tax ID 14-0140-0008-118-4)
(7) Third Street, Atlanta, GA (Tax ID14-0207-0001-057-1)

Community Impact: Execution of the corrective deeds will allow the Metro Atlanta Land Bank to actively market the properties for private sale and return the properties to the tax rolls.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the Resolution to execute corrective quit claim deeds for the seven parcels previously conveyed to the Metro Atlanta Land Bank.

Project Implications: Execution of the corrective quit claim deeds will allow the Metro Atlanta Land Bank to sell the subject properties for redevelopment.

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

Department Issues/Concerns: No issues or concerns have been identified.

Fiscal Impact / Funding Source

The approval of the agenda item does not involve the payment or the receipt of funds.

Deed Book 42418 Pg 350
Filed and Recorded Apr-21-2006 04:07pm
2006-0121195
Real Estate Transfer Tax $0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Attorney Beryl H. Weiner
Weiner, Yancey, Dempsey & Diggs, LLP
1718 Peachtree Street NW, Suite 990
Atlanta, Georgia 30309-2409

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE, made this 29th day of March, 2006 between **Fulton County, a political subdivision of the State of Georgia,** as party of the first part, hereinafter called Grantor, and **Fulton County/City of Atlanta Land Bank Authority, Inc.,** as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of all of which being hereby acknowledged, has bargained, sold and conveyed, and by these presents does hereby bargain, sell, remise, release and forever QUITCLAIM to the said Grantee all the right, title, interest, claim or demand which the said Grantor has or may have had in and to:

ALL THOSE TRACTS OR PARCELS of land lying and being in Fulton County, Georgia and being more particularly described on ***Exhibit "A"*** attached hereto and by this reference to the tax I.D. parcel numbers currently assigned by the Fulton County tax assessor indicated on said ***Exhibit "A"***.

Fulton County conveys this land to the Fulton County/City of Atlanta Land Bank Authority, Inc. to be utilized in any way it sees fit, as defined under its charter and in accordance with law.

Grantee will acquire only such interest and quality of title as Grantor possesses and no warrants of title are given or expressed by Grantor with regard to such property.

The Grantor reserves all of its easement rights held over, on, through, and under the properties described herein.

This Quitclaim Deed was authorized by a Resolution adopted by the Fulton County Board of Commissioners at its meeting held February 15, 2006.

TO HAVE AND TO HOLD the said described premises, together with all and singular the rights, members and appurtenances thereof, unto the said Grantee so that neither the said Grantor nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances, or any rights thereof..

IN WITNESS WHEREOF, the said Grantor has set its seal, the year and day above first stated.

Signed, sealed and delivered this 29 day of March, 2006 in the presence of:

Witness

Notary Public

[Notarial Seal]

Fulton County, a political subdivision of the State of Georgia

By: _____
Karen Handel, Chair
Fulton County Board of Commissioners

Attest: _____
Mark Massey, Clerk of Commission

APPROVED AS TO FORM
This 9 day of January, 2006.

Associate Fulton County Attorney

ITEM # 06-0334 RCS 3/15/06
RECESS MEETING

EXHIBIT "A"

	Tax I.D. #	Street Address (According to the numbering system in Atlanta, Fulton County, Georgia on the date of this deed)
Parcel 1	14-0086-0007-051-4	755 Coleman Street, Atlanta, GA
Parcel 2	14-0110-0002-140-0	756 Simpson Street, Atlanta, GA
Parcel 3	14-0116-0001-001-9	1150 Hunter Place, Atlanta, GA
Parcel 4	14-0119-0004-049-2	1005 Dimmock Street, Atlanta, GA
Parcel 5	14-0119-0004-051-8	Dimmock Street, Atlanta, GA
Parcel 6	14-0140-0008-118-4	1368 Lucille Avenue, Atlanta, GA
Parcel 7	14-0207-0001-057-1	Third Street, Atlanta, GA

Deed Book 42418 Pg 353
Filed and Recorded Apr-21-2006 04:09pm
2006-0121196
Real Estate Transfer Tax $0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Quitclaim Deed

THIS QUITCLAIM DEED, executed this 9th day of January, 20 06
by first party, Grantor, HASSAN KARGBO
whose post office address is 2881 peachtree St. Atlanta GA
to second party, Grantee, Andrew Collins
whose post office address is 907 LENOX COURT ATLANTA, GA 30324

WITNESSETH, That the said first party, for good consideration and for the sum of _____
_____ Dollars ($ 0)
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of _____,
State of _____ to wit: LAND LOT 7 DISTRICT 7 SUITE # 702

JANET MADDOX
Notary Public
Dekalb County
State of Georgia
My Commission Expires Nov 28, 2009

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Deed Book 42418 Pg 354
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered in presence of:

Signature of Witness: Lee C. Sellers, III

Print name of Witness: LEE C. SELLERS, III

Signature of Witness: _____

Print name of Witness: _____

Signature of First Party: Hasa

Print name of First Party: HASSAN KARGBO

Signature of Second Party: Aleen Kyle Collins

Print name of Second Party: Aleen Kyle Collins

Signature of Preparer: Hasa

Print Name of Preparer: HASSAN KARGBO

Address of Preparer: 2881 Peachtree St

State of Georgia
County of DeKalb }

On January 9, 2006 before me, Jarek Maddox,
appeared Hassan Kargbo
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature of Notary

Affiant ____ Known ✓ Produced ID
Type of ID GA DL

(Seal)

JAREK MADDOX
Notary Public
DeKalb County
State of Georgia
My Commission Expires Nov 28, 2009

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A RESOLUTION APPROVING CORRECTIVE QUIT CLAIM DEEDS FOR PROPERTY PREVIOUSLY TRANSFERRED FROM FULTON COUNTY (GRANTOR) TO THE METRO ATLANTA LAND BANK (GRANTEE) VIA QUIT CLAIM DEED; AUTHORIZING THE CHAIRMAN TO EXECUTE THE CORRECTIVE QUIT CLAIM DEEDS AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE CORRECTIVE QUIT CLAIM DEEDS AND RELATED DOCUMENTS AS TO FORM AND TO MAKE NECESSARY MODIFICATIONS THEREOF PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

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

WHEREAS, Fulton County previously had fee simple ownership of the following subject real properties:

(1) 755 Coleman Street, Atlanta, GA (Tax ID 14-0086-0007-051-4)

(2) 756 Simpson Street, Atlanta, GA (Tax ID 14-0110-0002-140-0)

(3) 1150 Hunter Place, Atlanta, GA (Tax ID 14-0116-0001-001-9)

(4) 1005 Dimmock Street, Atlanta, GA (Tax ID 14-0119-0004-049-2)

(5) Dimmock Street, Atlanta, GA (Tax ID 14-0119-0004-051-8)

(6) 1368 Lucille Avenue, Atlanta, GA (Tax ID 14-0140-0008-118-4)

(7) Third Street, Atlanta, GA (Tax ID14-0207-0001-057-1)

all located in Fulton County (collectively, the "Transferred Parcels"); and

WHEREAS, on February 15, 2006, the Board of Commissioners approved Resolution 06-0246, which authorized the conveyance of the Transferred Parcels to the Metro Atlanta Land Bank ("Land Bank"), in order to benefit the County by stimulating redevelopment and providing for the properties to be returned to the tax rolls; and

WHEREAS, pursuant to Resolution 06-0246, on March 24, 2006 the County executed a Quit Claim Deed conveying all its interest in the Transferred Parcels to the Land Bank ("Quit Claim Deed"), which Quit Claim Deed was subsequently recorded; and

WHEREAS, the Quit Claim Deed identified the Transferred Parcels by Tax ID and address, but did not include the applicable legal descriptions; and

WHEREAS, the Land Bank now desires to sell one of the Transferred Parcels (1150 Hunter Place, Atlanta, GA, Tax ID 14-0116-0001-001-9), and has requested the County execute a Corrective Quit Claim Deed which will include the legal description of the parcel, but make no other corrections, in order to facilitate the sale of the parcel; and

WHEREAS, the Land Bank also anticipates selling additional Transferred Parcels, at which time the applicable Corrective Quit Claim Deed(s) will be needed to facilitate those transactions; and

WHEREAS, the County wishes to support the Land Bank in selling the Transferred Parcels by providing the Corrective Quit Claim Deed(s); and

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

NOW THEREFORE BE IT RESOLVED, that the Fulton County Board of Commissioners hereby approves the granting of Corrective Quit Claim Deeds for parcels originally transferred from Fulton County to the Metro Atlanta Land Bank ("Land Bank") via Quit Claim Deed on March 24, 2006 (as attached hereto as Exhibit A) as requested by the Land Bank.

BE IT FURTHER RESOLVED, that the Chairman of the Fulton County Board of Commissioners shall be authorized and directed to execute and deliver the Corrective

Quit Claim Deed(s) in substantially the form attached hereto as Exhibit B, including the Corrective Quit Claim Deed for the parcel located at 1150 Hunter Place, Atlanta, GA, Tax ID 14-0116-0001-001-9, in substantially the form attached hereto as Exhibit C, and any related documents to the Land Bank in order to help facilitate the Land Bank's transfer of the parcels.

BE IT FURTHER RESOLVED that, prior to execution of any documents by the Chairman, the County Attorney shall approve all documents as to form and make any necessary changes thereto to protect Fulton County's interests.

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

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

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Robert L. Pitts, Chairman (At-Large)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

Exhibit A

Quit Claim Deed

[*See attached*]

Exhibit B

Form of Corrective Quit Claim Deed

[*See attached*]

Exhibit C

Form of Corrective Quit Claim Deed for the parcel located at
1150 Hunter Place, Atlanta, GA
Tax ID 14-0116-0001-001-9

[*See attached*]

After recording return to:

_____

_____

_____

Attn: _____

Cross reference Deed Book ____, Page ____

CORRECTIVE QUIT CLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2025, by and between **Fulton County, a political subdivision of the State of Georgia,** hereinafter called Grantor, and **Fulton County/City of Atlanta Land Bank Authority, Inc.**, hereinafter called Grantee, (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

The purpose of this Corrective Quit Claim Deed is to correct the legal description found in the Quit Claim Deed from Fulton County, a political subdivision of the State of Georgia to Fulton County/City of Atlanta Land Bank Authority, Inc., recorded April 21, 2006 in Deed Book 42418, Page 350, Fulton County records.

WITNESSETH THAT: That the said Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby bargain, sell, remise, release, convey and forever quit-claim unto the said Grantee, his successors and assigns, all the right, title, interest, claim or demand which Grantor has or may have had in and to the following:

See Exhibit A attached hereto and incorporated herein by reference.

Address: _____
Parcel ID: _____

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

Grantee will acquire only such interest and quality of title as Grantor possesses and no warrants of title are given or expressed by Grantor with regard to such property.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public

Fulton County, a political subdivision of the State of Georgia

_____(SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attested To:

_____
Tonya R. Grier, Clerk to the Commission

Approved as to Form:

_____
Y. Soo Jo, County Attorney

Exhibit A

[*Legal Description to be Inserted Here*]

After recording return to:
Sherman & Phalen, LLC
1165 Northchase Pkwy SE, Suite 450
Marietta, GA 30067
Attn: WLP

Cross reference Deed Book 42418, Page 350

CORRECTIVE QUIT CLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2025, by and between **Fulton County, a political subdivision of the State of Georgia,** hereinafter called Grantor, and **Fulton County/City of Atlanta Land Bank Authority, Inc.**, hereinafter called Grantee, (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: That the said Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby bargain, sell, remise, release, convey and forever quit-claim unto the said Grantee, his successors and assigns, all the right, title, interest, claim or demand which Grantor has or may have had in and to the following:

See Exhibit A attached hereto and incorporated herein by reference.

Address: 1150 Hunter Place, Atlanta, GA
Parcel ID: 14-0116-0001-001-9

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

Grantee will acquire only such interest and quality of title as Grantor possesses and no warrants of title are given or expressed by Grantor with regard to such property.

The purpose of this Corrective Quit Claim Deed is to correct the legal description found in the Quit Claim Deed from Fulton County, a political subdivision of the State of Georgia to Fulton County/City of Atlanta Land Bank Authority, Inc., recorded April 21, 2006 in Deed Book 42418, Page 350, Fulton County records.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public

Fulton County, a political subdivision of the State of Georgia

_____(SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attested To:

_____
Tonya R. Grier, Clerk to the Commission

Approved as to Form:

_____
Y. Soo Jo, County Attorney

Exhibit A

All that tract or parcel of land lying and being in the City of Atlanta in Land Lot 116 of the 14th District of Fulton County, Georgia, being Lot 22 of Block A of Lincoln Hills Subdivision, as per plat by L. H. Fitzpatrick, C. E. dated June, 1925, recorded in Plat Book 11, Page 46 of Fulton County Records, and being more particularly described as follows:

BEGINNING at the southeast corner formed by the intersection of the south side of Hunter Place, formerly Dorothy Street, with the southeasterly right of way line of the L. & N Railroad; running thence east, along the south side of Hunter Place, forty (40) feet to a point; running thence in a southwesterly direction one hundred forty (140) feet to a point; running thence west forty (40) feet to the southeast right of way line of the L & N Railroad; running thence in a northeasterly direction, along the southeasterly right of way line of said railroad, one hundred forty (140) feet to the south side of Hunter Place at the point of Beginning. being improved property known as No. 1150 Hunter Place, N. W., accoring to the present system of numbering houses in the City of Atlanta, Georgia.

This being the same property conveyed from LaFayette Caray and Josie Mae Caray to Fulton County, a Political Subdivision by Warranty Deed recorded July 25, 1967 in Deed Book 4764, Page 149, Fulton County records; and from Fulton County, a political subdivision of the State of Georgia to Fulton County/City of Atlanta Land Bank Authority, Inc., by Quit Claim Deed recorded April 21, 2006 in Deed Book 42418, Page 350, aforesaid records.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0731 **Meeting Date:** 10/1/2025

Department
Public Works

Requested Action
Request approval of a change order less than 10% - Public Works, 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B in the amount not to exceed $4,810,722.37 to recognize a substantial completion date of August 6, 2025 and to change the final completion date to October 31,2025 with Archer Western-Brown and Caldwell Joint Venture (Atlanta, GA) to cover costs and time associated with the completion of the project. Effective upon BOC approval.

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

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background The current contract structure between Fulton County and the Joint Venture (JV) requires the Public Works Department to obtain BOC approval for all spending increases beyond the previously approved GMP (Guaranteed Maximum Price). This includes use of the project's Owner Contingency funds. Upon approval the Public Works Department will allocate these contingency funds to cover all costs associated with this action. The work that is itemized

below is required to complete the project and have the facility perform as designed.

Substantial Completion of the plant was achieved on August 6, 2025 and the JV is currently working to complete final punchlist items and site remediation. This BOC item represents the last request to access contingency funds the JV requires to complete this project.

Scope of Work: The Public Works Department Is seeking the approval to utilize the Owner's Contingency within the contract to address the following twenty-four (24) items:

Item	Scope of Work Description	Cost Impact
1	Temporary pipe connection PS- existing digesters.	$27,789.55
2	Sanitaire diffuser replacement.	$501,908.43
3	Additional pumping during digestor cleaning	$135,727.74
4	Time impact analyses TIA 05(digestor cleaning)	$1,023,000.00
5	Kubota delay impact of 61 days	$122,000.00
6	EQ junction box demolition	$77,429.71
7	Weather Days 2024- Jan.1 2024-Nov. 30 2024 (10)	$201,346.40
8	Primary clarifier repair parts	$93,714.75
9	Notice of hazardous materials-Chemical bldg.	$15,495.77
10	Additional sludge removal	$166,981.61
11	Additional work required within EQ	$138,705.18
12	Odor control ductwork debris removal	$4,537.87
13	Storm pipe repairs	$120,826.21
14	Grit removal from existing BNR trains	$246,501.97
15	Building sign modifications	$6,872.76
16	Weather Days January 2025 (3)	$38,127.93
17	Digestor 1-4 work/ inspection for cracks	$598,578.70
18	Existing blower #4 refurbishment (Gardner Denver)	$40,822.98
19	Existing air line cleaning	$4,232.16
20	Airflow Meters	$100,380.53
21	Weather Days 2025- May (5)	$48,742.50
22	Weather Days 2025- June (2)	$22,419.91
23	Digestor blower strategy	$22,863.71
	Subtotal of Items Completed by Contractor	$3,759,006.37
24	Medium voltage switchgear & ferroresance arch-flash malfunction. (Not To Exceed)	$1,051,716.00
	Total Cost for Change Order #6 (Not To Exceed)	$4,810,722.37

These items were not included in the original GMP for the project, however, since the project has continued to be completed within budget, the remaining balance of the owner's contingency is sufficient to cover these expenses. All of these elements will allow for improvements to the plant's operation and the overall safety of the facility.

Currently the contractor has completed and is owed compensation for items #1 through #23 in the above table. The total costs associated with item #24 are still being finalized by the Joint Venture, but they have assured Fulton County that it will not be greater than the amount shown. Therefore, the actual change order amount paid to the Joint Venture may be less than the requested $4,810,722.17. Any cost savings from this final change order will remain with the Big Creek project.

Community Impact: No immediate impact to the community is expected from this item.

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

Project Implications: Approval of this item will enable the Joint Venture to address critical operational improvements and punch list items necessary for overall project completion.

Community Issues/Concerns: No Community issues/concerns have been noted.

Department Issues/Concerns: The Public Works Department has not identified any concerns/issues with this request.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0476	7/8/2020	$274,768,712.00
Change Order #1	22-0661	9/21/2022	$259,128.00
Change Order #2	23-0075	2/1/2023	$339,444.13
Change Order #3	24-0078	1/10/2024	$759,719.88
Change Order #4	24-0442	6/26/2024	$3,782,603.00
Change Order #5	24-0802	11/20/2024	$279,436.22
Change Order #6	**25-**	**10/1/2025**	**$4,810,722.37**
Total Revised Amount			$284,999,765.57

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

Contract Value: **$4,810,722.37**

Prime Vendor: **Archer Western/Brown and Caldwell (JV)**
Prime Status: **Archer Western ($4,329,649.95 or 90.00%) Non-Minority & Brown and Caldwell ($481,072.22 or 10.00%) Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**

Prime Value: **$4,810,722.37 or 100.00%**

Total Contract Value: **$4,810,722.37 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

Exhibits Attached

Exhibit 1: Extension No. 6 to Form of Agreement
Exhibit 2: Performance Evaluation

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

David Clark, Director, Public Works

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$274,768,712.00
Previous Adjustments:	$5,420,331.23
This Request:	$4,810,722.37
TOTAL:	$284,999,765.57

Fiscal Impact / Funding Source

Funding Line 1:

235-540-5400-S157: W&S Construction-2020, Public Works, Big Creek Expansion

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 10/31/2025
Cost Adjustment: $4,810,722.37	**Renewal/Extension Terms**:

Agenda Item No.: 25-0731 **Meeting Date:** 10/1/2025

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?
Yes

Report Period Start:
4/1/2025

Report Period End:
7/22/2025

EXTENSION NO. 6 TO FORM OF CONTRACT

Contractor: **Archer Western-Brown and Caldwell Joint Venture**

Contract No.: **17RFP031617K-DJ**, **Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B**

Address: **990 Hammond Drive**
City, State **Atlanta, GA 30328**

Telephone: **404-926-0771**

Email: **dpetersen@walshgroup.com**

Contact: **Duane Petersen**
Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Archer Western-Brown and Caldwell Joint Venture to provide/perform progressive design/build (PDB) services on behalf of the Public Works; and

WHEREAS, additional time was required to complete the construction punchlist, which included twenty-four (24) final items necessary to complete the project per the County expectations and

WHEREAS, the County acknowledges that the Archer Western-Brown and Caldwell Joint Venture achieved substantial completion of the PDB Big Creek WRF Expansion and Upgrade as of August 5, 2025 but requires until October 31, 2025 to achieve final completion; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on the 1st day of October 2025 Item #25-XXXX.

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

This Extension No. 6 to Form of Contract is effective as of the 1st day of October 2025 between the County and Archer Western-Brown and Caldwell Joint Venture, who agree that all Services specified will be performed in accordance with this Extension No. 6 to Form of Contract and the Contract Documents for an additional period, with the contract ending as of the October 31st, 2025.

1. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed amount of $4,810,722.37 (Four Million Eight Hundred Ten Thousand Seven Hundred Twenty Two Dollars and Thirty Seven Cents) which is the final payment required to complete the work under this contract.

2. **LIABILITY OF COUNTY:** This Extension No. 6 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

3. **EFFECT OF EXTENSION NO. 6 TO FORM OF CONTRACT:** Except as modified by this Extension No. 6 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David E. Clark, Director
Public Works

CONTRACTOR:

ARCHER WESTERN-BROWN CALDWELL (a joint-venture)

Duane Petersen
Chief Operating Officer

Rod Pope,
Vice President

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

Performance Evaluation Details

ID	E2
Project	Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF)
Project Number	17RFP031617K-DJ
Supplier	Archer Western Construction, LLC
Supplier Project Contact	Sam Tally (preferred language: English)
Performance Program	Construction Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/22/2025
Evaluation Type	Formal
Interview Date	07/22/2025
Expectations Meeting Date	07/22/2025
Status	Completed
Publication Date	07/22/2025 08:05 AM EDT
Completion Date	07/22/2025 08:05 AM EDT
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE **17/20**

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments Archer Western and Brown & Caldwell are staying within the scheduled milestones. They are reliable and responsive to our requests and direction. They are presently behind schedule due to issues outside of their control involving delays from Veolia cleaning the EQ and digesters. They are also delayed htly by Cowart and Denaley cleaning out the old existing tanks.

BUDGET MANAGEMENT **17/20**

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments Archer Western and Brown and Caldwell are very reasonable, cooperative, flexibly, and motivated to do a good job on this project. They are actively concerned that they stay on schedule to perform the labor and secure the equipment that will ultimately be withing the different buildings. They are slightly behind schedule on some of the reuse of existing structures and installation of the new roadway and eventually demo the old buildings.

OVERALL CONSTRUCTION PROJECT MANAGEMENT **20/20**

Rating

Outstanding: Outstanding Construction Project Management that exceeds in all areas.

Comments I have been very impressed with the credentials of the staff and the experience this team has on building this Wastewater Facility. They have a very good level of management necessary to properly direct their workers and the subcontractors they manage. They also seem to be able to work with their suppliers to obtain equipment and materials that meet our specifications and hopefully get delivered on time.

COST CONTROL **20/20**

Rating

Outstanding: Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments All design efforts and scheduling have been completed to the highest quality and submitted to Fulton County for review and comments. They have enough staff to properly supervise, build, inspect, submit, and approve submittal, schedule, training, commissioning, and order equipment in a timely fashion, & trying to keep the project on schedule and at projected cost.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **20/20**

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments The work being performed by the contractor and the design team is of good quality. They are meeting our expectations and have so far met our milestones. We are within the projected budget, and they are invoicing us in a very understandable format. As we get closer toward the completion of the project the pace and number of employees are decreasing.

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0732 **Meeting Date:** 10/1/2025

Department
State Court

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to extend an existing contract - State Court, 14RFP93286A-CJC System with File & ServeXpress LLC (Irving, TX), to provide an integrated electronic filing system for all case types within the jurisdiction of the State Court for an additional 12 month period effective October 5, 2025 through October 4, 2026. This is a revenue-generating contract.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This contract provides a fully integrated e-filing system to accommodate all case filings within the jurisdiction of Clerk of Superior Court, State and Magistrate, and Probate Courts. The E-Filing system will satisfy access to justice issues by making e-filing available to all litigants filing in the Clerk of Superior Court, State and Magistrate, and Probate Courts. The system allows end users to file pleadings and other documents remotely and securely 24 hours a day, every day of the year.

This extension is necessary in order to initiate and complete the procurement process for this service.

Community Impact: None

Department Recommendation: Approval of recommendation.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: This contract will allow State Court to continue to offer e-filing services.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	14-0859	10/15/2014	Revenue Generating
Renewal No. 1	19-1163	12/18/2019	Revenue Generating
Amendment No. 1	21-0701	9/15/2021	Revenue Generating
Renewal No. 2	23-0618	9/20/2023	Revenue Generating
Amendment No. 2 (Extension)			Revenue Generating
Total Revised Amount			Revenue Generating

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

Contract Value: **$Revenue Generated**

Prime Vendor: **File & ServeXpress**
Prime Status: **Non- Minority**
Location: **Irving, TX**
County: **Dallas County**
Prime Value: **$Revenue Generated**

Total Contract Value: **$Revenue Generated**
Total Certified Value: **$-0-**

Exhibits Attached

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

Donald Talley, Court Administration/Chief Clerk of State Court 404-613-1305

Agenda Item No.: 25-0732 **Meeting Date:** 10/1/2025

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	Revenue Generating
Previous Adjustments:	Revenue Generating
This Request:	Revenue Generating
TOTAL:	Revenue Generating

Fiscal Impact / Funding Source

Funding Line 1:

100-420-4201-4230; General Fund, State Court-General, Court Costs/Fees

Key Contract Terms	
Start Date: 10/5/2025	**End Date:** 10/4/2026
Cost Adjustment:	**Renewal/Extension Terms**: Additional 12 month extension

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

EXTENSION NO. 1 TO FORM OF CONTRACT

Contractor:	File and ServeXpress, LLC
Contract No.	14RFP93286A-CJC, E-Filing System
Address: City, State	500 E. John Carpenter Freeway, Suite 250 Irving, TX 75062
Telephone:	(888) 529-7587
E-mail:	dstaedeli@fileandserve.com
Contact:	Drew Staedeli Vice-President of Finance

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with File and ServeXpress, LLC to provide an integrated electronic filing system for all case types within the jurisdiction of the State Court dated July 5, 2018, on behalf of the State Court; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, for an additional twelve (12) month period;

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Extension No. 2 to Form of Contract is effective as of the 5th day of October, 2025, between the County and File and ServeXpress, LLC who agree that all Services specified will be performed by in accordance with this Extension No. 2 to Form of Contract and the Contract Documents for an additional twelve (12) month period, with the contract ending as of 4th day of October, 2026.

1. **SCOPE OF WORK TO BE PERFORMED:** To continue to provide an integrated electronic filing system for all case types within the jurisdiction of the State Court

2. **COMPENSATION:** This is a revenue generating contract and compensation for work performed by Contractor shall be in accordance with the payment and compensation schedule in Exhibit D, Compensation of the contract.

3. **LIABILITY OF COUNTY:** This Extension No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF EXTENSION NO. 2 TO FORM OF CONTRACT:** Except as modified by this Extension No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Donald Talley
State Court Administrator

CONTRACTOR:

FILE AND SERVEXPRESS, LLC

Tamerlane Carter
CEO

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0735 **Meeting Date:** 10/1/2025

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

Proclamation recognizing “Filipino American History Month.”
(Pitts/Ellis/Thorne/Barrett/Ivory/Abdur-Rahman)

Proclamation recognizing “Let’s Talk Month.” **(Pitts/Ellis/Barrett/Ivory/Abdur-Rahman)**

Proclamation recognizing “GALEO Appreciation Day.” **(Abdur-Rahman/Pitts/Barrett/Ivory)**

Proclamation recognizing “Georgia Hispanic Chamber of Commerce Appreciation Day.”
(Thorne/Pitts/Ellis/Ivory)

Proclamation recognizing “Breast and Cervical Cancer Screening Month.”
(Barrett/Abdur-Rahman/Pitts/Ellis/Thorne/Ivory)

Proclamation recognizing “Domestic Violence Awareness Month.”
(Abdur-Rahman/Pitts/Ellis/Thorne/Barrett/Ivory)

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0737 **Meeting Date:** 10/1/2025

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0738 **Meeting Date:** 10/1/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Department of Public Works, 25ITB1357598A-ST, Soft Dig Services in an amount not to exceed $254,500.00 with (A) Southern Hydro Vac, LLC dba AIMS Companies (Powder Spring, GA), in the amount of $127,250.00 and (B) Vacutek Integrated Services (Buford, GA), in the amount of $127,250.00 to provide soft dig services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

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

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The Department of Public Works requests approval to renew the contracts with Southern Hydro Vac, LLC dba AIMS Companies, and Vacutek Integrated Services to provide soft dig services.

Scope of Work: These contracts provide soft dig services to assist the Department of Public Works in locating gas, electric, and telecommunication utility lines that may be near water and sanitary

sewer infrastructure. Time is critical during emergency water main repairs, and it is important to restore water service to customers as quickly as possible to avoid extended outages that could negatively impact key performance indicator (KPI) for water outage response time. To avoid delays, the Department utilizes two vendors, ensuring flexibility and timely responses during emergencies.

Community Impact: Soft dig services enable Fulton County water system personnel to identify gas, electric, fiber optic, and telephone utilities and minimize damage to water service lines without digging. Digging can impact commerce and citizen health if utility lines are damaged. The use of two vendors ensures flexibility and timely responses during emergency situations, which is vital for minimizing service interruptions and meeting water outage response time KPIs.

Department Recommendation: The Department of Public Works recommends renewing the contracts with these two vendors.

Project Implications: Soft dig services provide a safe method of excavation to uncover and locate other utilities during water system and sanitary sewer repairs and emergencies. The use of soft dig services increases productivity and provides additional protection to Fulton County personnel.

Community Issues/Concerns: No issues or concerns have been raised to staff of the Department of Public Works.

Department Issues/Concerns: Staff have not raised any issues or concerns with regard to the contract.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0397	5/21/25	$254,500.00
1st Renewal			**$254,500.00**
Total Revised Amount			$509,000.00

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

Total Contract Value: $254,500.00

(A)
Contract Value: $127,250.00

Prime Vendor: Southern Hydro Vac Inc.
Prime Status: Non-Minority
Location: Powder Springs, GA
County: Cobb County
Prime Value: $127,250.00 or 100.00%

Total Contract Value: $127,250.00 or 100.00%
Total Certified Value: -0-

(B)
Contract Value: **$127,250.00**

Prime Vendor: **Vacutek Integrated Services**
Prime Status: **Non-Minority**
Location: **Buford, GA**
County: **Gwinnett County**
Prime Value: **$127,250.00 or 100.00%**

Total Contract Value: **$127,250.00 or 100.00%**
Total Certified Value: **-0-**

Grand Contract Value: **$254,500.00**
Total Certified Value: **$00.00**

Exhibits Attached

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

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

Adriana Bustillos, Interim Deputy Director, Public Works, 404-612-7407

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$254,500.00
Previous Adjustments:	$0.00
This Request:	$254,500.00
TOTAL:	$509,000.00

Grant Information Summary

Amount Requested:	☐ Cash
Match Required:	☐ In-Kind
Start Date:	☐ Approval to Award

Agenda Item No.: 25-0738 **Meeting Date:** 10/1/2025

End Date: ☐ Apply & Accept
Match Account $:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O option remains

Overall Contractor Performance Rating: Contract commenced 5/2025 and evaluation not due until 10/2025

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **N/A**

Report Period End: **N/A**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 25ITB1357598A-ST(A)

BID/RFP TITLE: Soft Dig Services

ORIGINAL APPROVAL DATE: May 21, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026 thru December 31, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $127,500.00

COMPANY'S NAME: Southern Hydro Vac, LLC

ADDRESS: 4028 Lindley, Rd

CITY: Powder Springs

STATE: GA

ZIP: 30127

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	SOUTHERN HYDRO VAC, LLC
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Steven Hudson** **COO**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Public Works

ITEM#:_____ RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 25ITB1357598A-ST

BID/RFP TITLE: Soft Dig Services

ORIGINAL APPROVAL DATE: May 21, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026 - December 31, 2026

RENEWAL OPTION #:1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $127,500.00

COMPANY'S NAME: VACUTEK INTEGRATED SERVICES

ADDRESS: 1435 North Countyline Road

CITY: Alto

STATE: GA

ZIP: 30510

This Renewal Agreement No.1 was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	VACUTEK INTEGRATED SERVICES
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Billy Holliday President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Public Works

ITEM#:_____ RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**June 16, 2025**
Department:	Public Works
Contract Number:	25ITB1357598A-ST
Contract Title:	Soft Dig

Instructions:

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

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

The County explored the option of purchasing its own excavation trucks to bring the soft dig service in-house as a potential cost-saving measure. However, this approach involved significant upfront capital investment, as each truck meeting the required specifications—such as a vacuum blower rated at 5,300 CFM and a 15-cubic-yard debris tank—can cost upwards of $500,000. In addition to acquisition costs, the County would need to account for ongoing maintenance, storage, insurance, and the hiring and training of specialized personnel to operate the equipment safely and effectively. Given these substantial costs and logistical demands, outsourcing the service through a competitively bid contract was determined to be the more efficient and financially responsible option at this time.

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

☒ **Internet search of pricing for same product or service:**

Date of search:	June 24, 2025
Price found:	**$700**
Different features / Conditions:	**None**
Percent difference between internet price and renewal price:	**3.4%**

Explanation / Notes:

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:		
Are they aware of any new vendors?	☐ Yes	☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes	☐ No
How does pricing compare to Fulton County's award contract?		

Explanation / Notes:

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

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

   $175,000

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

Was it part of the initial contract?	☒ **Yes**	☐ **No**
Date of last purchase:	June 23, 2025	
Price paid:	**$673**	
Inflation rate:	**3%**	
Adjusted price:	**$700**	
Percent difference between past purchase price and renewal price:	**3%**	

Explanation / Notes:

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

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

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

If this contract were not approved, the Department would face significant operational challenges in responding to emergency and routine maintenance needs for underground infrastructure. Without a soft dig excavation service, locating buried utilities—such as water mains—would become slower, riskier, and potentially more destructive, increasing the likelihood of damage to essential infrastructure. This could delay emergency repairs, disrupt water service to residents, and elevate repair costs. Additionally, the department lacks the specialized equipment and trained personnel to perform this service in-house efficiently, further compounding delays and increasing reliance on ad hoc or higher-cost alternatives. Overall, service reliability, public safety, and cost control would all be negatively impacted.

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director

DATE: August 21, 2025

SUBJECT: Contractor Performance Memo
25ITB1357598A-ST, Soft Dig Services

This memorandum serves to confirm that 25ITB1357598A-ST, Soft Dig Services contract with Southern Hydro Vac, LLC dba AIMS Companies, and Vacutek Integrated Services was awarded BOC 25-0397, 5/21/2025.

While some work has begun under the contract, we're currently unable to complete the Contractor Performance Review due to how the evaluation period was set up in BidNet.

The evaluation window in BidNet is set for **July 10, 2025, through October 9, 2025**, and the system won't allow us to submit a review before that timeframe. Because of this limitation, we're not able to provide an evaluation at this time.

A performance evaluation will be completed in accordance with the established dates once the system allows.

cc: Adriana Bustillos, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0739 **Meeting Date:** 10/1/2025

Department
Senior Services

Requested Action
Request approval to renew existing contracts - Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services in an amount not to exceed $3,134,178.00 with Common Courtesy (Atlanta, GA) to provide transportation services/ride sharing to eligible Fulton County residents aged 60 and above. This action exercises the fourth of four renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

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

Strategic Priority Area related to this item
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background

Scope of Work: The Department manages non- emergency medical transportation through its MOST model (Mobility Options for Senior Transport). The Alternative Senior Transportation Program is designed for seniors aged 60 and above who are more ambulatory and do not require assistance beyond the use of a cane to walk. Transportation services are the conduit to connect seniors to daily living activities and life enrichment services. This service has been impactful and shown to counter senior isolation, lower waiting

times and provides same day service. Common Courtesy, through their partnership with local Transportation Network Companies (TNCs), e.g., Uber, Lyft or any combination of 2 providers, establishes dispatch/concierge services for senior residents of Fulton County aged 60 and above. The scope of work entails the utilization of an automated system that orders trips from both mobile applications and/or desktops for operators as needed. The system tracks routes from the beginning to end of the trip to ensure a level of security for the senior riders. To utilize this service, qualified seniors pay a one-dollar ($1.00) per trip cost share. Seniors will receive up to 8 trips per month. If funding permits, 2 additional trips can be approved for medical appointments only. The approval of additional trips will come from the Department of Senior Services.

Community Impact: This service is currently providing services for an average of 2,300 seniors monthly and there are 7,000 registered seniors. The monthly average trips per rider is 5 trips. The Alternative Senior Transportation Service program has enabled seniors to remain engaged in their communities and access trips to pharmacies, doctor appointments, and other activities that support daily living. This service has become a lifeline for seniors to connect to their community and to prevent senior isolation.

Department Recommendation: The Department recommends approval.

Project Implications: Fulton County's senior population continues to grow in tandem with the projected growth of seniors nationally. It is estimated by 2030, 20% of the US population will be seniors. Senior transportation is the department's most requested service. Approval of this contract renewal will allow continued service to seniors.

Community Issues/Concerns: No issues or concerns have been raised by the Community regarding the Common Courtesy performance during the previous contract period.

Department Issues/Concerns: Survey data collected by the department reveals the importance of this service and community need. If not approved, Senior Services is concerned about the negative impact to seniors who rely on this transportation program.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	21-1048	12/15/2021	$1,383,670.00
Amendment No. 1	22-0367	5/18/2022	$519,177.60
Amendment No. 2	22-0445	6/15/2022	$43,987.00
Amendment No. 3	22-0488	7/13/2022	$900,000.00
Amendment No. 4	22-0582	8/17/2022	$900,000.00
1st Renewal	22-0735	10/5/2022	$1,384,177.60
Amendment No. 5	23-0201	4/12/2023	$1,800,000.00
Amendment No. 6	23-0726	10/18/2023	$1,200,000.00
2nd Renewal	23-0908	12/20/2023	$3,134,178.00

Amendment No. 7	24-0312	05/15/2024	$1,500,000.00
Amendment No. 8	24-0606	9/18/2024	$0.00
3rd Renewal	24-0743	11/20/2024	$3,134,178.00
Amendment No. 9	25-0211	03/19/2025	$1,500,000.00
4th Renewal			**$3,134,178.00**
Total Revised Amount			$17,399,368.20

Contract Compliance Information

Contract Value: **$3,134,178.00**

Prime Vendor: **Common Courtesy**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$3,134,178.00 or 100.00%**

Total Contract Value: **$3,134,178.00 or 100.00%**
Total Certified Value: **$ -0-**

Exhibits Attached

Exhibit 1: Contractor Performance Report
Exhibit 2: Contractor Renewal Evaluation
Exhibit 3: Contract Renewal Form

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: $1,383,670.00
Previous Adjustments: $12,881,520.20
This Request: $3,134,178.00
TOTAL: $17,399,368.20

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183W-1183: General, Senior Services, Transportation Services, $3,134,178.00

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2025**

Report Period End: **9/30/2025**

Performance Evaluation Details

ID	E11
Project	Alternative Senior Transportation Services
Project Number	21RFP000016A-CJC
Supplier	Common Courtesy, Inc.
Supplier Project Contact	Bob Carr (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	08/20/2025
Evaluation Type	Formal
Interview Date	07/01/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/20/2025 09:31 AM EDT
Completion Date	08/20/2025 09:31 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **20/20**

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments *Not Specified*

TIMELINESS OF PERFORMANCE **17/20**

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments *Not Specified*

BUSINESS RELATIONS **17/20**

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments *Not Specified*

CUSTOMER SATISFACTION **17/20**

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments *Not Specified*

COST CONTROL **17/20**

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	**September 10, 2025**
Department:	Department of Senior Services
Contract Number:	23RFP000016A-CJC
Contract Title:	Alternative Senior Transportation Services

Instructions:

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

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

   The Department of Senior Services conducted an analysis to determine necessary measures to reduce the cost of this contract. There were two revelations from this analysis 1) Participant cost share would need to be raised and/or 2) There would need to be a reduction in the number of trips per month allotted to participants. The Department of Senior Services presented these findings to the Board of Commissioners and the BOC voted to reduce the number of trips to 8 trips per month.

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

   ☒ **Internet search of pricing for same product or service:**

Date of search:	August 5, 2025
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

This contract uses standard Uber and Lyft rates. These entities are comparable to other registered transportation network companies through the state and country.

UZURV partners with public transit agencies, paratransit providers, local communities, non-emergency medical transportation (NEMT) providers, healthcare providers and other organizations throughout the country.

* North Carolina: I-Ride by Access GSO: Effective October 1, 2021, there is a flat charge of $6.53 per trip up to 6 miles in distance within the city limits. Beyond 6 miles, there is a surcharge of approximately $1.54 per mile.

* Florida, Tennessee: WeGo Access is publicly funded paratransit service which offers specialized vans for persons with disabilities who are unable to use fixed-route transit service. Cost is $3.70.

* Indianapolis: IndyGo Access is a reservation-based, shared-ride service. IndyGo Access provides services to those who meet the criteria established by the U.S. Department of Transportation under the Americans with Disabilities Act (ADA) of 1990. IndyGo Access service costs riders $3.50 per one-way trip.

* SacRT GO provides service in those areas of Sacramento, Citrus Heights, Elk Grove, Folsom and Rancho Cordova that are within ¾ of a mile of SacRT bus routes or around SacRT light rail stations. $5 for each rider and for up to two companions traveling with the rider.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

   $ 4,114,637.52

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

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

Date of last purchase:	Click here to enter a date.

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

Explanation / Notes:

Click here to enter text.

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

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

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

Transportation is the most requested program and a cost driver within the Department of Senior Services. If the contract renewal is not approved, 2000+ seniors will be impacted monthly

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP NUMBER: 21RFP000016A-CJC

BID/RFP TITLE: Alternative Senior Transportation Services

ORIGINAL APPROVAL DATE: December 15, 2021

RENEWAL EFFECTIVE DATES: January 1, 2026 – December 31, 2026

RENEWAL OPTION #: 4 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $3,134,178.00

COMPANY'S NAME: Common Courtesy, Inc.

ADDRESS: 2162 Howell Mill Rd. NW

CITY: Atlanta

STATE: GA

ZIP: 30318

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	COMMON COURTESY, INC.
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Bob Carr** **CEO**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Ladisa Onyiliogwu, Director
Department of Senior Services

ITEM#:_____ RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Fulton County Senior Transportation: A Success Story

Service Impact

Department of Senior Services

Senior Transportation is one of our most popular impactful programs.

“As we have gotten up in age, Fulton County and Transdev have helped my whole family with our transportation needs. We could not make it without them!”

Carrie Sprattling – Transdev Rider

Department of Senior Services

Service Statement

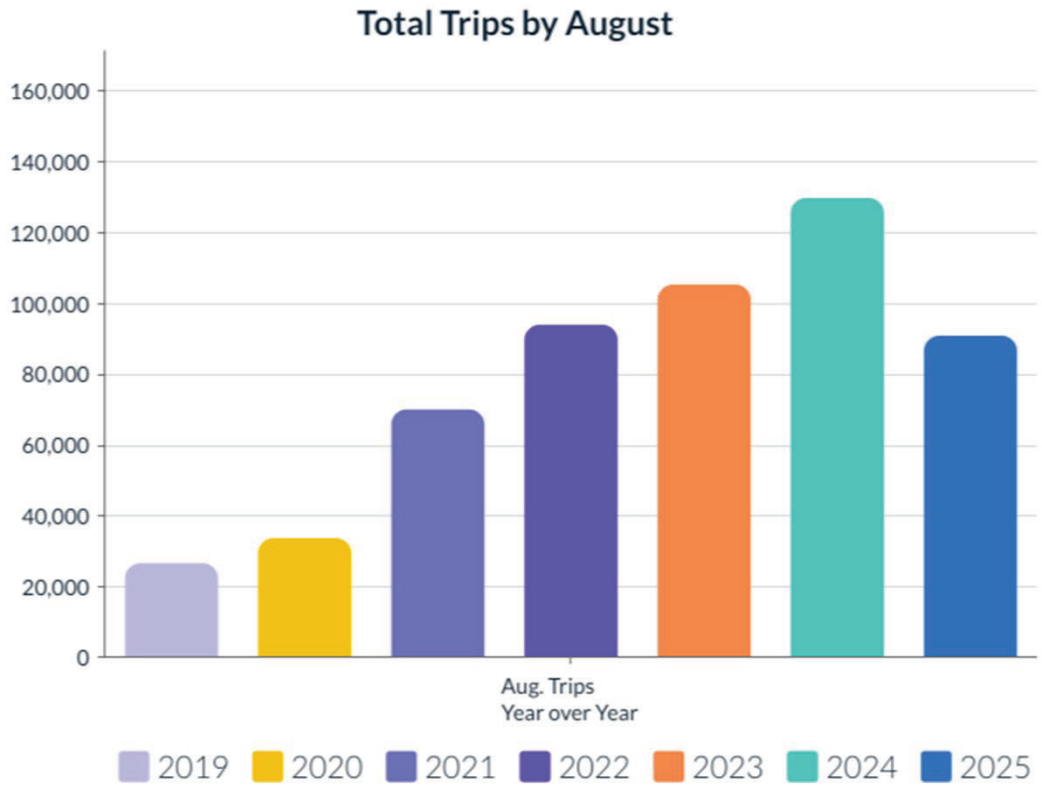
Senior transportation is a supportive service that aids aging in place.

Over 186,100 trips have been taken by seniors this year. Our services take seniors to their doctor, dialysis, grocery stores and senior centers. An average of 3,200 seniors utilize these services each month.

“I love my Uber rides! The drivers are so helpful. It became unsafe for me to drive myself, and this program helps me to still live like I used to.”

Vanessa Alexander – Common Courtesy Rider

We're meeting demand with no waitlist.



Department of Senior Services

- 2,300 average monthly **riders**

  (6,658 registered riders)

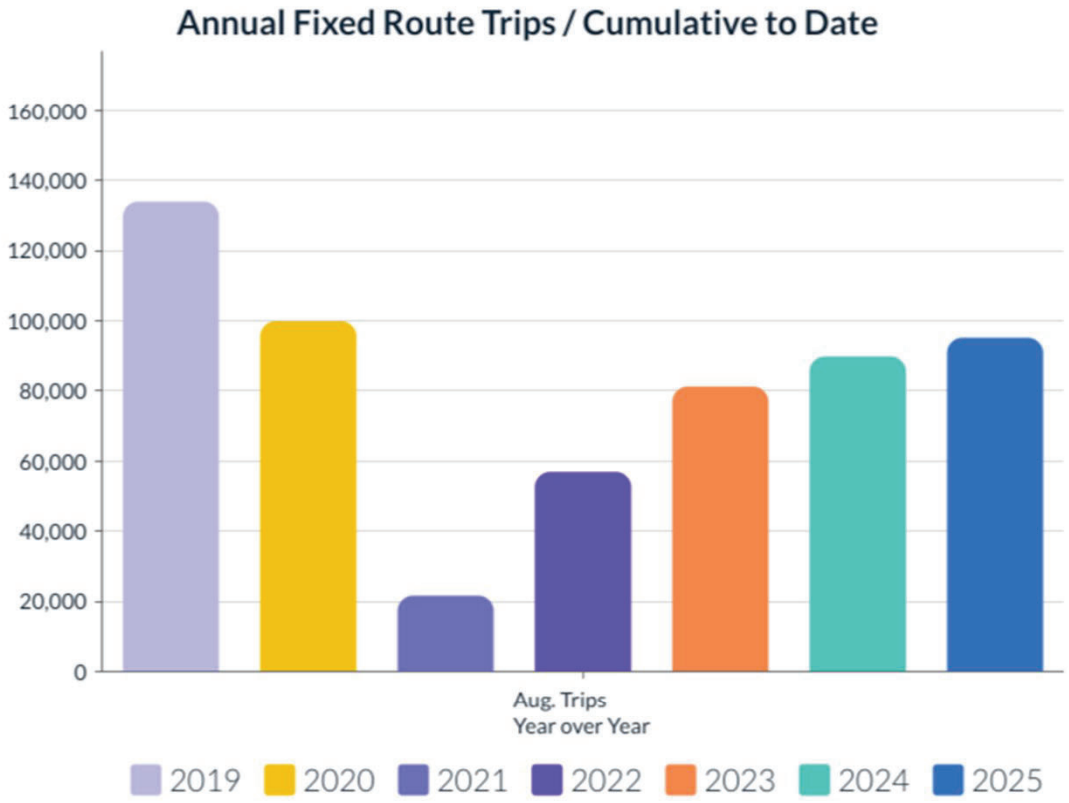
- 11,368 average monthly **trips**

- 5 average monthly trips taken **per rider** *(8 allowable)*

- 282 monthly average **additional medical trips** taken

Fulton is one of the few counties providing this service

FULTON COUNTY



- 767 average monthly unduplicated **riders**
- 11,900 average monthly **Demand Response trips**
- 95,189 total **Fixed Route trips** to Date
- 212 Uzurv Demand Response **pilot trips** since August

Transportation meets seniors at their point of need. To sustain this important service, transportation consultant services are being solicited now to explore and recommend best transportation models. The analysis will help design new transportation RFPs in 2026.

Our seniors have more stories to tell and we look forward to being a part of their success.

Fulton County
Senior Transportation

Department of Senior Services

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0740 **Meeting Date:** 10/1/2025

Department
Senior Services

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Senior Services, 21RFP000027A-CJC, Senior Transportation Services in an amount not to exceed $7,625,171.58 with Transdev, Incorporated (East Point, GA) to provide transportation services for Senior Services and Behavioral Health programs. This is the fourth of four renewal options. No renewal options remain. Effective January 1, 2026, through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date or 60 days if the contract term is six (6) month or less.

Strategic Priority Area related to this item
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The original contract compensation page provides the amounts that the County agreed to compensate the Contractor for all services performed under the Agreement for Years 1 - 5 as follows:

YEAR	CONTRACT PERIOD	CONTRACT TERM	COST
Per Year 1	6/15/2022 - 12/31/2022	Initial Term	$5,950,109.27

Per Year 2	1/1/2023 - 12/31/2023	First Renewal Term	$6,386,735.47
Per Year 3	1/1/2024 - 12/31/2024	Second Renewal Term	$6,780,913.83
Per Year 4	1/1/2025 - 12/31/2025	Third Renewal Term	$7,186,827.03
Per Year 5	1/1/2026 - 12/31/2026	Fourth Renewal Term	$7,625,171.58

The current requested action aligns with the Year 5, Fourth Renewal Term and the anticipated grant funds in the amount of $7,625,171.58 to support these services.

Scope of Work: The services provided under this renewal support two (2) Fulton County Departments: Senior Services and Behavioral Health & Developmental Disabilities. The services are provided to the 14 Fulton County Neighborhood Senior Centers, 4 adult day health centers, multipurpose facilities and 3 training centers serving developmentally disabled program participants. The service also includes non-emergency medical appointments, dialysis, and group and center field trips for the Neighborhood Senior Centers.

Community Impact: The services provide transportation to approximately 1,800 Fulton County eligible seniors and developmentally disabled participants.

Department Recommendation: The Department recommends approval.

Project Implications: The Senior Transportation Service has proved vital to the lives of over 1,800 participants who rely on this service. This service has allowed for eligible Fulton County seniors to make necessary trips in connection to community support, health management and essential appointments and needs. Transportation is the conduit to connect seniors to daily living activities and life enrichment services. Additionally, senior transportation services provide much needed engagement to developmentally disabled citizens in the areas of training, skills building and appointments

Community Issues/Concerns: If not renewed, over 1,800 eligible seniors will not have transportation to the services needed to maintain and manage their health, connect to community support programs and developmentally disabled participants will not be able to acquire the skills and training needed to be productive citizens within the County.

Department Issues/Concerns: Senior transportation is the top requested service from senior residents. An average of over 350 transportation inquiries are logged monthly through the Senior Services STARline call center unit. The program is an intervention strategy to provide access to services necessary to seniors and enables them to age in place. If the contract is not renewed, then seniors will experience an interruption and termination of transportation services.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	22-0443	6/15/2022	$6,287,324.68
1st Renewal	22-0929	12/21/2022	$6,386,735.47

2nd Renewal	23-0909	12/20/2023	$6,780,913.83
3rd Renewal	24-0738	11/6/2024	$7,186,827.03
4th Renewal			**$7,625,171.58**
Total Revised Amount			**$34,266,972.59**

Contract Compliance Information:

Contract Value: **$7,625,171.58**

Prime Vendor: **Transdev, Incorporated**
Prime Status: **Non-Minority**
Location: **Lombardi, IL**
County: **DuPage County**
Prime Value: **$6,885,529.94 or 90.30%**

Subcontractor: **Vectour Transportation Group**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Subcontractor Value: **$54,138.72 or 0.71%**

Subcontractor: **Banneker Energy**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Duluth, GA**
County: **Gwinnett County**
Subcontractor Value: **$657,289.79 or 8.62%**

Subcontractor: **Blue Goose Uniforms, Inc.**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Subcontractor Value: **$9,150.21 or 0.12%**

Subcontractor: **TWD, Inc.**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Subcontractor Value: **$19,062.93 or 0.25%**

Total Contract Value: **$7,625,171.58 or 100.00%**
Total Certified Value: **$739,641.64 or 9.70%**

Exhibits Attached

Exhibit 1: Contractor Performance Report
Exhibit 2: Contractor Renewal Evaluation
Exhibit 3: Contract Renewal Form

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$6,287,324.68
Previous Adjustments:	$20,354,476.33
This Request:	$7,625,171.58
TOTAL:	$34,266,92.59

Grant Information Summary

Amount Requested:	$317,524.57	☐ Cash
Match Required:	$19,651.76	☐ In-Kind
Start Date:	July 1, 2025	☐ Approval to Award
End Date:	June 30, 2026	☐ Apply & Accept
Match Account $:	100-183-183W-1567	

Grant Information Summary

Amount Requested:$317,524.57☐Cash

Match Required:	$19,651.76	☐ In-Kind

Start Date:	July 1, 2025	☐	Approval to Award
End Date:	June 30, 2026	☐	Apply & Accept
Match Account $:	100-183-183W-1567		

Grant Information Summary

Amount Requested:$354,454.67☐Cash

Match Required:	$15,954.04	☐	In-Kind
Start Date:	July 1, 2025	☐	Approval to Award
End Date:	June 30, 2026	☐	Apply & Accept
Match Account $:	100-183-183W-1567		

Grant Information Summary

Amount Requested:$100,000.00☐Cash

Match Required:	$15,954.04	☐	In-Kind
Start Date:	July 1, 2025	☐	Approval to Award
End Date:	June 30, 2026	☐	Apply & Accept
Match Account $:	100-183-183W-1567		

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183W-1183: General, Senior Services, Transportation Services, $6,535,667.77

Funding Line 2:

461-183-TR26-1160, Grants, Senior Services, Professional Services, $317,524.57

Funding Line 3:

461-183-AR26-1160, Grants, Senior Services, Professional Services, $354,454.67

Funding Line 4:

461-183-TR27-1160, Grants, Senior Services, Professional Services, $317,524.57

Agenda Item No.: 25-0740 **Meeting Date:** 10/1/2025

Funding Line 5:

461-183-AR27-1160, Grants, Senior Services, Professional Services, $100,000.00

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2025**
Report Period End: **9/30/2025**

Performance Evaluation Details

ID	E13
Project	Senior Transportation Services
Project Number	21RFP000027A-CJC
Supplier	Transdev Services, Inc.
Supplier Project Contact	W.C. Pihl (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/02/2025 to 07/01/2025
Effective Date	08/20/2025
Evaluation Type	Formal
Interview Date	07/02/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/20/2025 10:02 AM EDT
Completion Date	08/20/2025 10:02 AM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments *Not Specified*

SCHEDULE **14/20**

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments We are still struggling in the North Fulton area overall, but I would like to acknowledge there has been slight improvement in a few of the northern centers.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **14/20**

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments The avoidable incidents went down this quarter. We are working with leadership to improve call center operations. Clients and staff reported difficulties in reaching someone and not being alerted of late arrivals.

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	**September 10, 2025**
Department:	Department of Senior Services
Contract Number:	21RFP000027A-CJC
Contract Title:	Senior Transportation Services

Instructions:

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

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

   The Department has made efforts to identify costs savings related to fueling and facility for the Transdev fleet. Fulton County does not have available real estate to support the fleet; however, the Department is working with the Department of Real Estate Asset Management to utilize County fueling stations. An analysis of FY25 invoicing and fuel line item is currently being conducted to determine actual savings.

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

   ☐ **Internet search of pricing for same product or service:**

Date of search:	September 3, 2025
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

Gwinnett County Transit (GCT) : Gwinnett County offers many programs to provide transportation options for seniors and individuals that cannot access the fixed route system.

• Half Fare is a program available on the fixed route local services for any person over the age of 65, a person with a disability or a Medicare card holder.

• shared-ride program of Gwinnett County Transit, providing origin-to-destination (curb-to-curb) service to eligible persons with disabilities. This service is complementary to Gwinnett County's local fixed-route service in accordance with the Americans with Disabilities Act of 1990.

Broward County Paratransit TOPS is door-to-door paratransit service. TOPS is a shared ride service and operates in comparison to a fixed bus route system (excluding express bus service and commuter rail service)

* ADA Paratransit trips shall not exceed twice the fare that would be charged to an individual paying full fare on fixed route up to a maximum of $3.50 (subject to change).

* One-way fare per trip for honorably discharged veterans to VA clinics is $1.75 (subject to change).

* Riders going to/from designated nutrition sites for nutrition purposes only do not pay a fare.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

   $**6,506,575.79**

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

Was it part of the initial contract?	☐ **Yes** ☒ **No**
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.

Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

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

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

Senior transportation is the top requested service from senior residents. The program is an intervention strategy to provide access to services necessary to seniors and enables them to age in place. If the contract is not renewed, then seniors will experience an interruption and termination of transportation services

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP NUMBER: 21RFP000027A-CJC

BID/RFP TITLE: Senior Transportation Services

ORIGINAL APPROVAL DATE: June 15, 2022

RENEWAL EFFECTIVE DATES: January 1, 2026 – December 31, 2025

RENEWAL OPTION #: 4 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $7,625,171.58

COMPANY'S NAME: Transdev Services, Inc.

ADDRESS: 720 E. Butterfield Rd. Suite 300

CITY: Lombard

STATE: IL

ZIP: 60148

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	TRANSDEV SERVICES, INC.
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert Name]** **[Insert Title]**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Ladisa Onyilogwu, Director
Senior Services

ITEM#:_____ RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0741 **Meeting Date:** 10/1/2025

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Department of Senior Services, 23RFP137278A-CJC, Comprehensive Nutrition Care in an amount not to exceed $2,725,884.69 with Open Hand Atlanta (Atlanta, GA) to provide congregate and home delivered meals, meal delivery, nutrition education and nutrition counseling for Fulton County residents aged 60 and above. This action exercises the third of four renewal options. One renewal option remains. Effective dates January 1, 2026 through December 31, 2026.

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

Strategic Priority Area related to this item
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background
The Department of Senior Services recommends approval of the contract renewal with Open Hand Atlanta. Open Hand Atlanta has been providing quality service to Fulton County eligible seniors for over 20 years.

Scope of Work: The Department of Senior Services is the County based agency designated to

provide Older Americans Act services within Fulton County. The department is responsible for the planning and coordination of home and community-based services that enable senior residents to age in place. The contract will cover the preparation and delivery of congregate meals to Neighborhood Senior Centers, Home Delivered Meals to the homes of seniors, nutrition education and counseling at Neighborhood Senior Centers and community outreach which entails nutrition education material for home delivered meals participants.

Community Impact: The approval of this contract will ensure that meals are provided to eligible Fulton County seniors. If the contract is not approved, there will be seniors within Fulton County who will face food insecurity.

Department Recommendation: The Department recommends approval.

Project Implications: This contract enables Fulton County and the department to provide comprehensive nutrition care and nutritionally balanced meals to eligible seniors.

Community Issues/Concerns: If not renewed, over 1,000 eligible seniors will face food insecurity.

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

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	23-0199	3/15/2023	$1,727,156.58
Increase Spending Authority	23-0460	7/12/2023	$1,134,963.80
1st Renewal	23-0820	11/15/2023	$2,628,672.92
2nd Renewal	24-0739	11/6/2024	$2,754,104.58
3rd Renewal			**$2,725,884.69**
Total Revised Amount			$10,970,782.57

CONTRACT & COMPLIANCE INFORMATION:

Contract Value: **$2,725,884.69**

Prime Contractor: **Open Hands**
Prime Status: **Non-Profit**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$2,379,152.16 or 87.28%**

Subcontractor: **Senior Services North Fulton**
Subcontractor Status: **Non-Profit**
Location: **Alpharetta, GA**
County: **Fulton County**

Contract Value: **$147,470.36 or 5.41%**

Subcontractor: **Senior Services South Fulton**
Subcontractor Status: **Non-Profit**
Location: **College, GA 30338**
County: **Fulton County**
Contract Value: **$199,262.17 or 7.31%**

Total Contract Value: **$2,725,884.69 or 100.00%**
Total Certified Value: **Non-Profit**

Exhibits Attached

Exhibit 1: Contractor Performance Report
Exhibit 2: Contractor Renewal Evaluation
Exhibit 3: Contract Renewal Form

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$1,727,156.58
Previous Adjustments:	$6,517,741.30
This Request:	$2,725,884.69
TOTAL:	$10,970,782.57

Grant Information Summary

Amount Requested:	$2,086,983.69	☐	Cash
Match Required:		☐	In-Kind
Start Date:	July 1, 2025	☐	Approval to Award
End Date:	June 30, 2026	☐	Apply & Accept
Match Account $:			

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18HM-1160: General, Senior Services, Professional Services, $558,901.00

Funding Line 2:

461-183-AR26-1160, Grants, Senior Services, Professional Services, $1,043,491.85

Funding Line 3:

461-183-AR27-1160, Grants, Senior Services, Professional Services, $1,043,491.85

Funding Line 4:

100-183-183O-1154, General, Senior Services, Professional Services, $20,000

Funding Line 5:

100-183-183P-1154, General, Senior Services, Professional Services, $20,000

Funding Line 6:

100-183-183Q-1154, General, Senior Services, Professional Services, $20,000

Funding Line 7:

100-183-183R-1154, General, Senior Services, Professional Services, $20,000

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O renewal option remains

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2025**

Report Period End: **9/30/2025**

Performance Evaluation Details

ID	E9
Project	Comprehensive Nutrition Services
Project Number	23RFP137278A-CJC
Supplier	Open Hand Atlanta, Inc.
Supplier Project Contact	Nathan Kerce (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	08/20/2025
Evaluation Type	Formal
Interview Date	07/01/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/20/2025 10:06 AM EDT
Completion Date	08/20/2025 10:06 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments *Not Specified*

TIMELINESS OF PERFORMANCE **20/20**

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments *Not Specified*

BUSINESS RELATIONS **17/20**

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments *Not Specified*

CUSTOMER SATISFACTION **17/20**

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments *Not Specified*

COST CONTROL **17/20**

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	**September 9, 2025**
Department:	Department of Senior Services
Contract Number:	21RFP137278A-CJC
Contract Title:	Comprehensive Nutrition Care

Instructions:

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

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

   The Department of Senior Services did reorganize the dissemination of Home Delivered Meals by contracting this service with one Provider, Open Hand Atlanta. This action has brought more cost control and more efficient delivery of meals and coordination of volunteers to keep the cost low.

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

   ☒ **Internet search of pricing for same product or service:**

Date of search:	September 2, 2025
Price found:	**13.10**
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

The average costs for a meal is $7.40 through the Department of Senior Services. Other municipalities assess a sliding scale fee for Meal Delivery. In Tennessee, the costs is $12.75 which is twice the costs for Fulton County Government Home Delivered Meal program and there is no additional costs to the senior.

☒ **Market Survey of other jurisdictions:**

Date contacted:	September 2, 2025
Jurisdiction Name / Contact name:	**Nashville, TN**
Date of last purchase:	N/A
Price paid:	**N/A**

Inflation rate:	**N/A**
Adjusted price:	**N/A**
Percent difference between past purchase price and renewal price:	**N/A**
Are they aware of any new vendors?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**Costs is greater**

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year? 1,872,191.52**

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

Was it part of the initial contract?	☐ **Yes** ☒ **No**
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

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

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

The impact if the contract is not approved will result in 1000 + Fulton County Seniors not having a nutritious meal. This will also impact seniors at Neighborhood Senior Centers, who rely on the meal served during lunch. The seniors will be faced with financial hardship to get meals and in some cases physical limitations to go out and seek other meal solutions. If not approved, senior hunger will persist in Fulton County; waiting list will be futile and a lack of access could result in possible malnutrition that could lead to weakened immune system and other health risk

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP NUMBER: 23RFP137278A-CJC

BID/RFP TITLE: Comprehensive Nutrition Services

ORIGINAL APPROVAL DATE: March 15, 2023

RENEWAL EFFECTIVE DATES: January 1, 2026 – December 31, 2026

RENEWAL OPTION #: 3 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $2,725,884.69

COMPANY'S NAME:Open Hand Atlanta, Inc.

ADDRESS: 181 Armour Drive, NE

CITY: Atlanta

STATE: GA

ZIP: 30324

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**Open Hand Atlanta, Inc.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Ladisa Onyiliogwu, Director **Senior Services**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

ITEM#:_____ RM:_____	**ITEM#:_____2nd RM:_____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0742 **Meeting Date:** 10/1/2025

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Department of Senior Services 22RFP035A-CJC, Aging Services in the total amount of $4,363,792.43 with (A) Senior Services North, Inc. (Alpharetta, GA) in the amount of $1,779,844.50; (B) South Fulton Senior Services (College Park, GA) in the amount of $1,469,171.63; and (C) Visiting Nurses Health Systems (Atlanta, GA) in the amount of $1,114,776.30 to provide Aging Services for Fulton County seniors aged 60 and above. This action exercises the third of four renewal options. One renewal option remains. Effective date January 1, 2026 thru December 31, 2026.

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

Strategic Priority Area related to this item
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background
The Department of Senior Services recommends approval for Senior Services North Fulton, South Fulton Senior Services and Visiting Nurses Health Systems contract renewals. These contracts

provide aging services to eligible Fulton County seniors aged 60 and above. The program allows seniors to visit Fulton County Senior Centers and Neighborhood Centers to receive services, participate in programs and partake of meals on a daily basis in a clean and safe environment.

Scope of Work: The Department of Senior Services Aging Services program provides services and support to seniors with mobility. Case Management is a service for seniors that require needs due to being homebound or having limited mobility. The case manager assesses the senior's current situation to align services to support them. Senior Center Management supports the County's 14 centers and allows seniors to visit Fulton County Neighborhood Senior Centers to receive services, participate in programs and partake of meals on a daily basis in a clean and safe environment. Volunteer Services augments senior center staff support, addresses social isolation and increases access to community services.

Community Impact: These are support services that enable eligible Fulton County seniors to participate in daily activities near their homes which advances mobility, reduces social isolation and its implications, while promoting engagement and cognitive stimulation. According to the Share Fulton Senior Services Performance Dashboard, as of August 29, 2025, over 37,000 meals were served at Neighborhood Senior Centers, 1,538 seniors are registered to receive Case Management services and as of Q2-25, 100% of seniors who were case-managed reported receiving services according to their needs as a result of the program.

Department Recommendation: The Department recommends approval.

Project Implications: This service will provide Aging Services to eligible Fulton County seniors aged 60 and above. The service prevents seniors from being isolated and sedentary.

Community Issues/Concerns: If the contract is not approved there are community concerns regarding access to vital resources and services. Seniors may report an increase in social isolation and food insecurity.

Department Issues/Concerns: If the contract is not approved, there are departmental concerns regarding the County's ability to continue to provide services and resources to the community.

Contract Modification

(A) Senior Services North Fulton

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0988	12/21/2022	$1,779,844.50
1st Renewal	23-0911	12/06/23	$1,779,844.50
Amendment 1	24-0148	03/06/2024	$30,000.00
2nd Renewal	24-0742	11/6/2024	$1,779,844.50

Amendment 2	25-0189	3/19/2025	$30,000.00
3rd Renewal			$1,779,844.50
Total Revised Amount			$7,179,378.00

(B) South Fulton Senior Services

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0988	12/21/2022	$1,469,171.63
1st Renewal	23-0911	12/06/23	$1,469,171.63
Amendment 1	24-0148	03/06/2024	30,000.00
2nd Renewal	24-0742	11/6/2024	$1,469,171.63
Amendment 2	25-0189	3/19/2025	$30,000.00
3rd Renewal			$1,469,171.63
Total Revised Amount			$5,936,686.52

(C) Visiting Nurses Health Systems

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0988	12/21/2022	$1,238,640.33
Amendment 1	2023-0315	05/03/2023	- $123,864.03
1st Renewal	23-0911	12/06/23	$1,114,776.30
Amendment 2	24-0148	03/06/2024	30,000.00
2nd Renewal	24-0742	11/6/2024	$1,114,776.30
Amendment 3	25-0189	3/19/2025	$30,000.00
3rd Renewal			$1,114,776.30
Total Revised Amount			$4,519,105.20

Contract & Compliance Information

Total Contract Value $4,363,792.43

(A)
Contract Value: $1,779,844.50

Prime Contractor: Senior Services North Inc.
Prime Status Non-Profit
Location: Alpharetta, GA
County: Fulton County
Prime Value: $1,779,844.50 or 100.00%

Total Contract Value: $1,779,844.50 or 100.00%
Total Certified Value: $Non-Profit

(B)
Contract Value: $1,469,171.63

Prime Contractor: South Fulton Senior Services
Prime Status Non-Profit
Location: College Park, GA
County: Fulton County
Prime Value: $1,469,171.63 or 100.00%

Total Contract Value: $1,469,171.63 or 100.00%
Total Certified Value: $Non-Profit

(C)
Contract Value: $1,114,776.30

Prime Contractor: Visiting Nurse Health System, Inc.
Prime Status: Non-Profit
Location: Atlanta, GA
County: Fulton County
Prime Value: $1,114,776.30 or 100.00%

Total Contract Value: $1,114,776.30 or 100.00%
Total Certified Value: $Non-Profit

Grand Total Contact Value: $4,363,792.43 or 100.00%
Grand Total Certified Value: $Non-Profit Firms

Exhibits Attached

Exhibit 1: Contractor Performance Reports

Exhibit 2: Contractor Renewal Evaluation

Exhibit 3: Contract Renewal Agreements

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$4,487,656.46
Previous Adjustments:	$13,271,377.30
This Request:	$4,363,792.43
TOTAL:	$22,122,826.20

Grant Information Summary

Amount Requested:	$1,446,171.30	☒	Cash
Match Required:	$150,088	☐	In-Kind
Start Date:	July 1, 2025	☐	Approval to Award
End Date:	June 30, 2026	☐	Apply & Accept
Match Account $:	100-183-183Y-1567; 100-183-183Z-1567		

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18NC-1160: General, Senior Services, $1,105,574.00

Funding Line 2:

100-183-183Y-1160: General, Senior Services, $1,354,898.76

Funding Line 3:

100-183-183X-1160: General, Senior Services, $ 287,060.37

Funding Line 4:

461-183-AR26-1160: Grant, Senior Services, $733,085.65

Funding Line 5:

461-183-AR27-1160: Grant, Senior Services, $733,085.65

Funding Line 6:

100-183-183Y-1567: Grant, Senior Services, $78,690.00

Funding Line 7:

Agenda Item No.: 25-0742 **Meeting Date:** 10/1/2025

100-183-183Z-1567: Grant, Senior Services, $ 71,398.00

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: 3.0

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2025**

Report Period End: **6/30/2025**

Performance Evaluation Details

ID	E3
Project	Aging Services
Project Number	22RFP035A-CJC
Supplier	Senior Services North Fulton Inc
Supplier Project Contact	Cathy T Pope (preferred language: English)
Performance Program	Professional Services
Evaluation Period	12/01/2023 to 07/31/2025
Effective Date	08/28/2025
Evaluation Type	Formal
Interview Date	08/02/2024
Expectations Meeting Date	07/19/2024
Status	Completed
Publication Date	08/28/2025 09:38 AM EDT
Completion Date	08/28/2025 09:38 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments *Not Specified*

SCHEDULE **17/20**

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E3
Project	Aging Services
Project Number	22RFP035A-CJC
Supplier	South Fulton Senior Services
Supplier Project Contact	Dianne Rutherford (preferred language: English)
Performance Program	Professional Services
Evaluation Period	12/01/2023 to 07/31/2025
Effective Date	08/28/2025
Evaluation Type	Formal
Interview Date	03/20/2024
Expectations Meeting Date	03/20/2024
Status	Completed
Publication Date	08/28/2025 09:37 AM EDT
Completion Date	08/28/2025 09:37 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments *Not Specified*

SCHEDULE **20/20**

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **17/20**

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E3
Project	Aging Services
Project Number	22RFP035A-CJC
Supplier	Visiting Nurse Health System
Supplier Project Contact	Edith Kilpatrick (preferred language: English)
Performance Program	Professional Services
Evaluation Period	12/01/2023 to 07/31/2025
Effective Date	08/28/2025
Evaluation Type	Formal
Interview Date	03/20/2024
Expectations Meeting Date	03/20/2024
Status	Completed
Publication Date	08/28/2025 09:44 AM EDT
Completion Date	08/28/2025 09:44 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments *Not Specified*

SCHEDULE **14/20**

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments Agency has experienced staff changes on the programming side which has, at times, impacted completion of deliverables in a timely manner.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **20/20**

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	Click here to enter a date. 09/02/2025
Department:	Click here to enter text. Senior Services
Contract Number:	Click here to enter text. 22RFP035A-CJC
Contract Title:	Click here to enter text. Aging Services

Instructions:

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

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

   NA Click here to enter text.

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

   ☒ **Internet search of pricing for same product or service:**

Date of search:	August 30, 2025 Click here to enter a date.
Price found:	between $100 - 1$50/hr Click here to enter text.
Different features / Conditions:	NA Click here to enter text.
Percent difference between internet price and renewal price:	$12 - $68 higher Click here to enter text.

Explanation / Notes:

Click here to enter text.

The current vendor pricing averages at $88 per hour which is $12 - $62 less than the regional and national average.

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	☐ Yes ☐ No

Are they aware of a reduction in pricing in this industry?	☐ Yes ☑ No
How does pricing compare to Fulton County's award contract?	Click here to enter text. NA

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

Our current vendors provide a unique combination of services for our seniors. They provide individual case management, group programming via senior centers and the management of said centers, and distribution of daily meals. It is difficult to identify comparable services and costs because of the layered services provided.

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

Click here to enter text. 4,382,742.67

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

Was it part of the initial contract? ☐ Yes ☑ No

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

Explanation / Notes:

Click here to enter text.

A $90,000 amendment for cost increases was approved in March 2025.

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

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

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

Click here to enter text.

If this renewal was not approved, it would negatively impact thousands of seniors who receive case management resources, daily programs and meals as well as access to their local neighborhood senior centers.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0743 **Meeting Date:** 10/1/2025

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Department of Senior Services, 25ITB1357652AKM, Indigent Burial Services in the amount not to exceed $494,975.00 with Mutual Meadows Inc. (Peachtree Corners, GA), to provide dignified professional burial services as a last resort for any deceased person declared indigent or unclaimed Fulton County resident if the death occurred within Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 to December 31, 2026.

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

Strategic Priority Area related to this item
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background
The Department of Senior Services recommends approval to fulfill County obligations to provide indigent burial services when necessary.

Scope of Work: Provide interment and cremation services for the indigent to include cemetery plots, furnishing of gravesites, cement vault, opening and closing of grave sites, lowering services,

cremation, and interment of cremains and perpetual care. This is done pursuant to the O.C.G.A § 36-12-5, keeping of adequate records of all such interments and providing of normal maintenance care which all lot owners receive. The gravesites are located at Lakeside Memorial Gardens Cemetery, 7720 Ono Road, Palmetto, GA 30268. Indigent people are typically people with no family, no assets, and no money, which is left to the local government to administer funeral arrangements. This program provides a decent burial for Fulton County citizens who die and have no resources to pay for the interment costs at the time of death.

Community Impact: Fulton County provides approximately 350 burials annually: 90% are adults, 3% are children ages 2 to 16, and 7% are children under 2.

Department Recommendation: The Department of Senior Services recommends approval.

Project Implications: Fulton County is obligated pursuant to O.C.G.A § 36-12-5, to provide indigent burial services. Approval will allow the County to continue to provide services in compliance with the state law.

Community Issues/Concerns: These services are vital to the Fulton County communities and ensure that all residents have access to dignified burial services.

Department Issues/Concerns: The Department has no issues or concerns regarding this item.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0213	3/19/2025	$494,975.00
Amendment No. 1	25-0383	5/21/2025	$49,000.00
1st Renewal			**$494,975.00**
Total Revised Amount			$1,038,950.00

Contract & Compliance Information

Contract Value: **$494,975.00**

Prime Vendor: **Mutual Meadows**
Prime Status: **Non-Minority**
Location: **Peachtree Corners, GA**
County: **Gwinnett County**
Prime Value: **$494,975.00 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$494,975.00 or 100.00%**
Total Certified Value: **$00.00**

Exhibits Attached

Agenda Item No.: 25-0743 **Meeting Date:** 10/1/2025

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

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$494,975.00
Previous Adjustments:	$49,000
This Request:	$494,975.00
TOTAL:	$1,038,950

Fiscal Impact / Funding Source

Funding Line 1:

100-183-1838-1234: General, Senior Services, Cont-Burial Services

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2025
Cost Adjustment: 0	**Renewal/Extension Terms**: O renewal option remains

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2025**
Report Period End: **6/30/2025**

Contract Renewal Evaluation Form

Date:	**September 2, 2025**
Department:	Senior Services
Contract Number:	24ITB1324078A-KM
Contract Title:	Indigent Burial Services

Instructions:

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

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

   Mutual Meadows, the vendor, remains below the industry cost for burials.

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

☒ Internet search of pricing for same product or service:

Date of search:	September 2, 2025
Price found:	**$5137.00**
Different features / Conditions:	**Burial or cremation w/ no viewing or memorial service or storage per.**
Percent difference between internet price and renewal price:	**70%**

Explanation / Notes:

Cost per average burial or cremation w/ Mutual Meadows (current vendor) is $3,612.

☒ Market Survey of other jurisdictions:

Date contacted:	September 2, 2025
Jurisdiction Name / Contact name:	**DeKalb County**
Date of last purchase:	NA
Price paid:	**NA**
Inflation rate:	**NA**
Adjusted price:	**NA**

Percent difference between past purchase price and renewal price:	**NA**	
Are they aware of any new vendors?	☐ **Yes**	☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes**	☒ **No**
How does pricing compare to Fulton County's award contract?	**NA**	

Explanation / Notes:

Local counties do not have a separate program for Indigent Burials. The Department of Family and Children Services manages these services.

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

Click here to enter text.

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

   $211,070 ytd

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

Was it part of the initial contract?	☐ **Yes**	☒ **No**
Date of last purchase:	July 31, 2025	
Price paid:	**$54,345**	
Inflation rate:	**NA**	
Adjusted price:	**NA**	
Percent difference between past purchase price and renewal price:	**NA**	

Explanation / Notes:

Expenses for Indigent Burials has gone up per burial. Chemicals, fuel, staffing and fees have impacted costs. This is all tied to inflation.

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

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

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

Each county in Georgia is obligated to bury or cremate any person who dies in the county if family or kin is unable to pay for decent internment. The absence of this service would put Fulton County out of compliance with the State of Georgia.

Performance Evaluation Details

ID	E9
Project	Indigent Burial
Project Number	21ITB000028A-CJC
Supplier	Mutual Meadows
Supplier Project Contact	Tom Keesee (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2025 to 06/30/2025
Effective Date	08/31/2025
Evaluation Type	Formal
Interview Date	08/13/2025
Expectations Meeting Date	08/13/2025
Status	Completed
Publication Date	08/31/2025 09:43 PM EDT
Completion Date	08/31/2025 09:43 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments *Not Specified*

TIMELINESS OF PERFORMANCE **17/20**

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments *Not Specified*

BUSINESS RELATIONS **17/20**

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments *Not Specified*

CUSTOMER SATISFACTION **17/20**

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments *Not Specified*

COST CONTROL **17/20**

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP NUMBER: 25ITB1357652A-KM

BID/RFP TITLE: Indigent Burial Services

ORIGINAL APPROVAL DATE: March 19, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $494,975.00

COMPANY'S NAME:Mutual Meadows, Inc.

ADDRESS: 5425 Peachtree Pkway,#206

CITY: Peachtree Corners

STATE: GA

ZIP: 30096

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**Mutual Meadows, Inc.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	
ATTEST:	
Tonya R. Grier **Clerk to the Commission**	
(Affix County Seal)	
AUTHORIZATION OF RENEWAL:	
Ladisa Onyiliogwu, Director **Department of Senior Services**	

ITEM#:_____ RM:_____	**ITEM#:_____2nd RM:_____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0744 **Meeting Date:** 10/1/2025

Department
Senior Services

Requested Action
Request approval to renew an existing contract - Department of Senior Services, 23ITB125742A-BKJ, Therapeutic Pool Maintenance Services in an amount not to exceed $228,924.00 with United Pool Maintenance of Georgia, LLC (Roswell, GA), to provide pool maintenance, repair and preventive maintenance for all four Senior Multipurpose Facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates January 1, 2026 to December 31, 2026.

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

Strategic Priority Area related to this item
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background
The Department of Senior Services recommends approval. This vendor will be responsible for monthly maintenance and repairs of the four pools in our senior multipurpose facilities and all related equipment to guarantee our participants' continuous health and safety.

Scope of Work: The contract provides comprehensive preventive maintenance and repair services

for Fulton County swimming pools located at Dorothy C. Benson Senior Multipurpose Facility, Harriett G. Darnell Senior Multipurpose Facility, HJC Bowden Senior Multipurpose Facility, and Helene S. Mills Senior Multipurpose Facility. The scope of work includes all labor, parts, equipment, transportation, and materials necessary to perform the required duties, including but not limited to (1.) Chemical treatment for pool systems to keep water balance, clarity, pH, and overall water quality to meet the standards and requirements of the Fulton County Health Department. (2.) Provide on-site service and maintenance at least twice a week to the chemical treatment systems, pumps, or other automatic feeding systems, strainers, filters, heaters, and other mechanical systems to ensure proper level and chemical balance for pool operations. (3.) Calibrate automatic feed systems.

Community Impact: Provide quality programs, offering a range of recreational, athletic, therapeutic, and enrichment activities while promoting wellness and healthy lifestyles to the senior adults of Fulton County.

Department Recommendation: The department recommends approval of this contract to provide comprehensive preventive maintenance and repairs services for Fulton County swimming pools located at the Dorothy C. Benson Senior Multipurpose Facility, Harriett G. Darnell Senior Multipurpose Facility, HJC Bowden Senior Multipurpose Facility, and Helene S. Mills Senior Multipurpose Facility for the fiscal year 2026.

Project Implications: This contract requires professional licenses, equipment, and technician skills to perform preventive swimming pool maintenance and repairs. This contract is needed to ensure the health and safety of the four multipurpose facility pools by providing weekly chemical treatments of pool water systems, monthly on-site preventive and corrective maintenance services, and oversight of any repairs and replacements identified during the operational onsite inspections.

Community Issues/Concerns: If this contract is not approved, the community would not be able to utilize the necessary pool services, which could diminish the health outcomes of Fulton County seniors.

Department Issues/Concerns: If this contract is not approved, the Department would not have the capacity to provide the necessary pool services, such as the labor, skill, and equipment to perform the required corrective pool maintenance and repairs, which could result in the closure of all pools located in the four multipurpose facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0207	03/20/2024	$109,824.00
1st Renewal	24-0711	10/08/2024	$130,000.00
Amendment #1	25-0264	04/02/2025	$94,700.00
2nd Renewal			**$228,924.00**
Total Revised Amount			$563,448.00

Contract & Compliance Information

Contract Value:	**$228,924,00**
Prime Vendor:	**United Pool Maintenance**
Prime Status:	**White Female Business Enterprise**
Location:	**Roswell, GA**
County:	**Fulton County**
Prime Value:	**$228,924.00 or 100.00**
Total Contract Value:	**$288,924.00 or 100.00%**
Total Certified Value:	**$288,924.00 or 100.00%**

Exhibits Attached

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

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$109,824.00
Previous Adjustments:	$224,700.00
This Request:	$228,924.00
TOTAL:	$563,448.00

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183S-1160 General Funds, Senior Services - Professional Services - $27,456.00

Funding Line 2:

100-183-183T-1160 General Funds, Senior Services - Professional Services - $27,456.00

Funding Line 3:

100-183-183U-1160 General Funds, Senior Services - Professional Services - $27,456.00

Funding Line 4:

100-183-183V-1160 General Funds, Senior Services - Professional Services - $27,456.00

Funding Line 5:

100-183-183S-1116 General Funds, Senior Services - Building Maintenance & Repair - $29,775.00

Funding Line 6:

100-183-183T-1116 General Funds, Senior Services - Building Maintenance & Repair - $29,775.00

Funding Line 7:

100-183-183U-1116 General Funds, Senior Services - Building Maintenance & Repair - $29,775.00

Funding Line 8:

100-183-183V-1116 General Funds, Senior Services - Building Maintenance & Repair - $29,775.00

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2025**

Report Period End: **6/30/2025**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP NUMBER: 23ITB125742A-BKJ

BID/RFP TITLE: Pool Maintenance and Repair

ORIGINAL APPROVAL DATE: March 20, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $228,924.00

COMPANY'S NAME: United Pool Maintenance, LLC

ADDRESS: 1245 Alpharetta St

CITY: Roswell

STATE: GA

ZIP: 30075

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	UNITED POOL MAINTENANCE, LLC
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Brad Nassaur** **Vice President**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Ladisa Onyiliogwu, Director
Department of Senior Services

ITEM#:_____ RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**08/29/25**
Department:	HEALTH AND HUMAN SERVICES AGENCY
Contract Number:	23ITB125742A-BKJ
Contract Title:	Pool Maintenance and Repair

Instructions:

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

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

   This service cannot afford to be reduced because the County does not have any alternate resource to provide this service in-house. The scope of the contract is established based on the comprehensive preventive maintenance and repairs required to maintain operable swimming pools. The scope of work includes all labor, parts, equipment, transportation and material necessary to perform the following but not limited to chemical treatment on-site at least twice a week of the pool water systems and operational checks and necessary maintenance of pumps, "strantrol" automatic feeding system, strainers, filter, heaters and other mechanical systems to ensure proper level and chemical balance of pool water; response to any emergency situation that would result in non-operation of the pool and monthly on-site preventive and corrective maintenance services on the pool temperature and humidity control systems, including equipment replacement when needed. There are four (4) pools that require service under this requested renewal Fulton County contract that range in size from 21,000 to 28,000 gallons.

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

   ☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

The bid pricing done in 2023 reflects the current market pricing for swimming pool maintenance for the entirety of this contract. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ **Yes** ☒ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☒ **No**
How does pricing compare to Fulton County's award contract?	**The Cost of labor is comparable**

Explanation / Notes:

The Fulton County therapeutic pool maintenance contract is different than most; the scope provides expert oversight of the extensive maintenance repairs and chemicals treatment of the pools.

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

Click here to enter text.

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

   Click here to enter text.

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

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

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.

Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

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

   Minor service can be performed by staff members with CPO (Certified Pool Operator) training in terms of pool water testing and adjusting the chemical quality. However, the County's internal maintenance department does not have a pool technician to perform in-house service

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

   If this contract is not approved, the aquatics program at the four (4) multi-purpose facilities which serves over 600 customers weekly at the maximum use, would cease to exist. Inoperable pools and a lack of usage would result in loss of valued of County property, deterioration of building interiors and greatly impact the health of seniors sustained by the aquatics program.

Andre Gregory Click here to enter text.	08/29/25 Click here to enter a date.
Prepared by	**Date**
Click here to enter text.	Click here to enter a date.
Department Head	**Date**

Performance Evaluation Details

ID	E3
Project	Pool Maintenance
Project Number	23ITB125742A-BKJ
Supplier	United Pool Maintenance, LLC
Supplier Project Contact	Brad Nassaur (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	08/01/2024 to 10/31/2024
Effective Date	03/26/2025
Evaluation Type	Formal
Interview Date	10/10/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	03/26/2025 09:27 AM EDT
Completion Date	03/26/2025 09:27 AM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments The quality of work is fine. We don't have any problems with the work once completed. If we do, we call and they accomodate us as soon as possible.

TIMELINESS OF PERFORMANCE **17/20**

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments Response time to our problems is good. Sometimes there might be a small lag in time due to securing their sub-contractor but this doesn't happen much.

BUSINESS RELATIONS **17/20**

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments The business relationship is good. We've had a couple of meetings when there were differences in opinions however, upon meeting we always came to an agreement moving forward.

CUSTOMER SATISFACTION **17/20**

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments The department's satisfaction with this vendor is good. We have had to address issues with billing and disruptions in services as a result of billing but we've met on this and other issues and all parties are in agreement moving forward.

COST CONTROL **14/20**

Rating

Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments The Senior Services receives many repair invoices in which most are very technical and hard for the average person to understand. As a result, sometimes we are amazed by the cost of the parts and labor but much of the surprise is due to our lack of understanding, coupled with our immediate need to get the problem fixed. When we have questions regarding the cost the contractor will take the time to explan.

GENERAL COMMENTS

Comments Overall, we work well with this contractor. They have provided us with good professional pool maintenance and repair services. Whenever there were misunderstandings we came together to find a resolution. We appreciate the work and dedication they have shown in assisting the department in keeping our four pools open and safe for our participants and aquatics team to use.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0745 **Meeting Date:** 10/1/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation, review, and approval of October 1, 2025, Budget Soundings and Resolution.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

The October 1, 2025 Soundings request is submitted for your review and approval. Below is a brief summary of each request and the related justification.

GENERAL FUND

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Transfer funds from the Non-Agency Department budget to the Arts and Culture**

Department budget to fulfill the BOC-approved Commissioner Action Item amending the budget of Arts and Culture with an increase of $1,700,000 to fund Contracts for Services (CFS) - (Page 3)

Fiscal Impact / Funding Source

Funding Line 1:

Various funding sources identified in soundings document

OCTOBER BUDGET SOUNDINGS

October 1, 2025

Presented

to the

Board of Commissioners

by the

Finance Department

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
October 1, 2025 Sounding

GENERAL FUND:

AUGUST 6, 2025 SOUNDINGS:	Contingency Actions	Non-Agency Actions
Beginning Contingency as of January 1, 2025:	$ 1,000,000	$ -
Less March Soundings 3/19/25 [Special]	$ -	$ -
Less April Soundings: 4/2/25	$ -	$ -
Less April Soundings: 4/16/25	$ -	$ -
Less May Soundings: 5/7/25	$ -	$ -
Less May Soundings: 5/21/25	$ -	$ -
Less June Soundings: 6/4/25	$ -	$ -
Less June Soundings: 6/18/25	$ -	$ -
Less July Soundings: 7/9/25	$ -	$ -
Less August Soundings: 8/6/25	$ (131,000)	$ -
Less August Soundings: 8/20/25	$ -	$ -
Less September Soundings: 9/3/25	$ -	$ -
Less September Soundings: 9/17/25	$ -	$ -
Less October Soundings: 10/1/25	$ -	$ (1,700,000)
Less October Soundings: 10/15/25	$ -	$ -
Ending Contingency Balance:	$ 869,000	$ (1,700,000)

Page #	Department Name & Agency Number	Amount	Amount
3	**Non-Agency**		**-$1,700,000**
3	**Arts and Culture**		**$1,700,000**
	Item 25-0604 - approved by BOC: Transfer funds from the Non-Agency Department budget to the Medical Examiner Department budget to fund the remaining decedent transport services for FY25 following the termination of the prior vendor contract..		
	Non-Agency	**-$131,000**	
	Medical Examiner	**$131,000**	
	Item 25-0467 - approved by BOC: Transfer funds from the Non-Agency to the County Manager budget appointment of the Correctional Operations Technical Advisor for FY2025 - June 18th		
	Non-Agency		**-$38,772**
	County Manager		**$38,772**
	Item 25-0300 - approved by BOC Accountability Court Consolidation Position and Corresponding Funding Transfer - April 16th		
	Magistrate Court - 422		**-$62,844**
	State Court - 420		**-$277,087**
	Superior Court - 450		**$339,932**
	Item 25-0346 - approved by BOC Transfer Funds from Non Agency to DBHDD for Diversion Center Support - May 7th		
	Non-Agency - Dept 999		**-$1,700,000**
	Behavioral Health - Dept 755		**$1,700,000**
	Total Request from Contingency	**$0**	**$0**
	Total Fund Impact	**$0**	**$0**

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:
Transfer funds from the Non-Agency Department budget to the Arts and Culture Department budget to fulfill the BOC-approved Commissioner Action Item amending the budget of Arts and Culture with an increase of $1,700,000 to fund Contracts for Services (CFS).

Department	*Funding Line*	*Funding Line Name*	Increase	Decrease
Arts and Culture	100-181-1810-1142	Contract for Services	$ 1,700,000	
Non-Agency (Contingency)	100-999-S200-1900	Contingency		$ 1,700,000

Purpose (Justification):

The Board of Commissioners approved Commissioner Action Item 25-0721 on September 17th, 2025, a Resolution amending the FY2025 budget to increase the Department of Arts and Culture's operating budget by $1,700,000 from available resources to support the Contracts for Services (CFS) Program, providing necessary cultural programs and arts-related services to Fulton County residents.

RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO AMEND FULTON COUNTY'S CURRENT BUDGET ON OCTOBER 1, 2025, TO MODIFY DEPARTMENTAL BUDGETS; AND FOR OTHER PURPOSES

WHEREAS, O.C.G.A. § 36-81-3 provides that counties have the authority to adopt an ordinance to establish their own fiscal year and budget preparation process; and

WHEREAS, the Board of Commissioners of Fulton County has determined that it is in the best interest of the County to have a streamlined budget preparation process that provides the necessary legal requirements and removes previous time consuming and burdensome practices; and

WHEREAS, O.C.G.A. § 36-81-3 provides that a county may amend its budget to adapt to changing governmental needs during the budget period; and

WHEREAS, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as follows:

(1) Any increase in appropriation at the legal level of control of the local government, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the governing authority. Such amendment shall be adopted by ordinance or resolution, and the basis for the funding decision does not negate or create personnel policy or procedure;

(2) Transfers of appropriations within any fund below the local government's legal level of control shall require only the approval of the budget officer; and

(3) The governing authority of a local government may amend the legal level

of control to establish a more detailed level of budgetary control at any time during the budget period. Said amendment shall be adopted by ordinance or resolution; and

WHEREAS, the legal level of control for Fulton County is the departmental level.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is hereby amended by approval of the attached departmental budget modifications.

BE IT FURTHER RESOLVED THAT all resolutions or parts thereof in conflict herewith are hereby repealed.

SO PASSED AND ADOPTED, this 1st day of October, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Robert L. Pitts, Chairman

ATTEST:

_____
Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0746 **Meeting Date:** 10/1/2025

Department
Registration & Elections

Requested Action
Request approval of an amendment to the existing Annual Maintenance Listing (AML) software & hardware service contracts - Department of Registration & Elections with Dominion Voting Systems, Inc. to change service periods from rolling 12-month contracts to a calendar year, January 1 to December 31. Request approval of $343,222.68. Effective upon BOC approval.

Requirement for Board Action
In accordance with Fulton County Code § 102 386(a)(2). ("[A] Annual licensing, maintenance and support agreements that have been previously awarded by the BOC through a competitive procurement process will not require additional BOC approval so long as the terms and conditions of the agreements have not materially changed. . ..").

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: Registration & Elections request approval of amendment to existing Annual Maintenance Listing (AML) software & hardware service contracts with Dominion Voting Systems, Inc. to change service periods from rolling 12-month contracts to a calendar year (January 1 to December 31) to improve efficiency and ensure timely payments of invoices.

Scope of Work: Amending the Annual Maintenance Listing contracts with Dominion Voting Systems, Inc. to standardize service periods to a calendar year (January 1 to December 31), replacing the

current rolling 12-month contracts. This involves consolidating agreements, updating contracts, adjusting invoice cycles, and modifying our internal systems to streamline management, enhance budgeting, and align all services within one annual billing cycle.

Community Impact: Standardizing service periods to a calendar year will enhance the continuity and reliability of election support. This alignment provides consistent maintenance for all voting hardware and software, reducing service gaps during crucial election periods.

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The amendment will enhance internal efficiency in contract management, procurement tracking, and invoice payments. It reduces the administrative workload by eliminating staggered service dates, lowering the risk of late or missed payments. Aligning contracts with the fiscal calendar improves budget planning and simplifies audits.

Community Issues/Concerns: The Department is not aware of any community issues / concerns.

Department Issues/Concerns: The Department does not have any issues / concerns.

Contract Modification:

Dominion Voting Systems, Inc - 2025 AML Listing

2025 AML#	Current Service Dates	Amended Service dates	Total
289	05/01/24-04/30/25; ICP Annual Firmware License - 320C	ICP Annual License (pro-rated 8 months May 1, 2025 - Dec 31, 2025)	$ 11,453.65
288	06/01/24-05/31/25; ICC Annual Firmware License - G2140	ICC Annual License - G2140 (pro-rated 7 months Jun 1, 2025 - Dec 31, 2025)	$ 11,489.59
288	06/01/24-05/31/25; ICC Annual Hardware Warranty - G2140	ICC Annual Warranty - G2140 (pro-rated 7 months Jun 1, 2025 - Dec 31, 2025)	$ 6,692.98
291	08/01/24-07/31/25; ICP Annual Firmware License - 320C	ICP Annual License (pro-rated 5 months Aug 1, 2025 - Dec 31, 2025)	$ 16,360.29
290	08/01/24-07/31/25; ICX Annual Firmware License - Prime	ICX Annual License (pro-rated 5 months Aug 1, 2025 - Dec 31, 2025)	$ 24,619.00
292	08/01/24-07/31/25; KnowInk Poll Book Annual License	Pollbook Annual License (pro-rated 5 months Aug 1, 2025 - Dec 31, 2025)	$ 29,310.00
300	01/01/25-12/31/25; ICC Annual Hardware Warranty - G2140	ICC Annual Warranty (pro-rated 2 months + 24 days Jan 1, 2025 - Mar 24, 2025)	$ 1,212.08

300	01/01/25-12/31/25; ICP Annual Hardware Warranty - 320C;	ICP Annual Warranty	$ 47,383.38
300	01/01/25-12/31/25 ICX Annual Hardware Warranty - Prime	ICX Annual Warranty (pro-rated 2 months + 24 days Jan 1, 2025 - Mar 24, 2025)	$ 114,212.64
300	01/01/25-12/31/25; MBP #2 OKI C712 Annual Hardware Warranty	01/01/25-12/31/25; MBP Annual Warranty	$ 1,639.12
289	01/01/25-12/31/25; ICP Annual License	01/01/25-12/31/25; ICP Annual License	$ 6,047.25
288	01/01/25-12/31/25; ICP Annual Warranty	01/01/25-12/31/25; ICP Annual Warranty	$ 3,580.50
298	01/01/25-12/31/25; KnowInk Pollbook Annual License	01/01/25-12/31/25; KnowInk Pollbook Annual License	$ 18,849.42
		Total	**$ 292,849.90**

Requesting authority of previous service years:

Invoice #	Date	Description & Service dates	Amount
DVS158615	2/11/2025	qty 25: 07/01/24-1 Annual Firmware L	$ 4,957.85
DVS158616	2/11/2025	qty 25: 07/01/23-0 Annual Hardware V	$ 9,347.25
DVS158617	2/11/2025	qty 138: 01/01/23- Poll Book Annual L	$ 17,767.50
DVS158618	2/11/2025	qty 138: 01/01/24- Poll Book Annual L	$ 18,300.18
		Total	**$ 50,372.78**

Grand total: $343,222.68

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

Click or tap here to enter text.

Exhibits Attached:

Exhibit 1: Dominion Purchase Amendment
Exhibit 1B: Dominion Invoices
Exhibit 2: Dominion Contract Agreements
Exhibit 3: 2025 R&E AML listing

Contact Information:

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

Agenda Item No.: 25-0746 **Meeting Date:** 10/1/2025

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$343,222.68
TOTAL:	$343,222.68

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2651-1113: General Fund, Registration & Elections, Software License - $128,815.72

Funding Line 2:

100-265-2651-1118: General Fund, Registration & Elections, Computer Hardware Maintenance - $214,406.96

Key Contract Terms	
Start Date: Upon approval	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**: Al listing

Overall Contractor Performance Rating: N/A

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FIFTH AMENDMENT

VOTING SYSTEM ACQUISITION AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND FULTON COUNTY, GA

This Fifth Amendment to the Voting System Acquisition Agreement ("Fifth Amendment") is made and entered into as of this January 1, 2025 (the "Fifth Amendment Effective Date") by and between Fulton County, GA ("Customer") and Dominion Voting Systems, Inc.

RECITALS

WHEREAS, on May 1, 2020, the Customer and Dominion entered into a Voting System Acquisition Agreement (the "Original Agreement");

WHEREAS, on August 1, 2020, the Customer and Dominion entered into a First Amendment to the Voting System Acquisition Agreement ("First Amendment");

WHEREAS, on September 15, 2020, the Customer and Dominion entered into a Second Amendment to the Voting System Acquisition Agreement ("Second Amendment");

WHEREAS, on June 1, 2021, the Customer and Dominion entered into a Third Amendment to the Voting System Acquisition Agreement ("Third Amendment");

WHEREAS, on July 1, 2021, the Customer and Dominion entered into a Fourth Amendment to the Voting System Acquisition Agreement ("Fourth Amendment") (collectively the Original Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are referred to herein as the "Agreement");

WHEREAS, on July 1, 2023, the Customer and Dominion entered into a Services Order pursuant to the terms of the State of Georgia Master Solution Purchase and Services Agreement (the "Services Order");

WHEREAS, the Customer and Dominion desire to amend the Agreement, including by incorporating the fees currently due under the Services Order into the Agreement; and

THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Customer and Dominion agree as follows:

AMENDMENT

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
2. **Amendment of Paragraph 3.** Paragraph 3 of the Agreement is hereby amended to read, in its entirety:

   "**Term of Agreement.** The Term of the Agreement shall begin on the Effective Date and shall continue until December 31, 2025. This Agreement shall

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automatically renew on an annual basis for an additional four (4) years, subject to the warranty fees and terms defined in Exhibit A-4. The County, at its sole discretion, may choose to terminate this Agreement prior to any annual renewal. Notification of termination must be in writing and provided to Dominion within forty-five (45) calendar days of expiration."

3. **Replacement of Exhibit A.** Exhibit A-4 , attached hereto and incorporated herein by this reference, is hereby added to the Agreement immediately following Exhibit A-3. All references to "Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3" in the Agreement are hereby replaced with references to "Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4."
4. **Amendment of Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3.** All references to ongoing license and warranty payments due after the Fifth Amendment Effective Date are hereby deleted from Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3. All ongoing license and warranty payments due after the Fifth Amendment Effective Date are listed in Exhibit A-4.
5. **Services Order.** The Parties agree that following the Fifth Amendment Effective Date, no additional payments will be due under the Services Order.
6. **All Other Terms.** Except as expressly amended in this Fifth Amendment, all other Agreement terms shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to the Agreement to be effective as of the Fifth Amendment Effective Date.

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FULTON COUNTY, GEORGIA

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

_____
DATE:

Attest:_____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration
and Elections

[Signatures Continued on Following Page]

Docusign Envelope ID: B800E6B0-2267-4251-B073-096AB51CF8D8

Dominion Voting Systems, Inc.

Signed by:
John Poulos
25A4931427D54E7...

AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

President & CEO

TITLE

8/1/2025

DATE

Docusign Envelope ID: B800E6B0-2267-4251-B073-096AB51CF8D8

EXHIBIT A-4

TO THE VOTING SYSTEM AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND FULTON COUNTY, GA

ANNUAL FEES

Annual Fees shall commence on January 01, 2025.

DESCRIPTION[2]	QTY	UNIT PRICE	EXTENSION
Term: Jan 1, 2025 - Dec 31, 2025			
Description	**Quantity**	**Unit Price**	**Extended Price**
ICP Annual License (pro-rated 8 months May 1 2025 - Dec 31 2025)	65	$ 176.21	$ 11,453.65
ICC Annual License - G2140 (pro-rated 7 months Jun 1 2025 - Dec 31 2025)	7	$ 1,641.37	$ 11,489.59
ICC Annual Warranty - G2140 (pro-rated 7 months Jun 1 2025 - Dec 31 2025)	7	$ 956.14	$ 6,692.98
ICP Annual License (pro-rated 5 months Aug 1 2025 - Dec 31 2025)	153	$ 106.93	$ 16,360.29
ICX Annual License (pro-rated 5 months Aug 1 2025 - Dec 31 2025)	350	$ 70.34	$ 24,619.00
Pollbook Annual License (pro-rated 5 months Aug 1 2025 - Dec 31 2025)	500	$ 58.62	$ 29,310.00
ICC Annual Warranty (pro-rated 2 months + 24 days Jan 1 2025 - Mar 24 2025)	4	$ 303.02	$ 1,212.08
ICP Annual Warranty	297	$ 159.54	$ 47,383.38
ICX Annual Warranty (pro-rated 2 months + 24 days Jan 1 2025 - Mar 24 2025)	3,324	$ 34.36	$ 114,212.64
MBP Annual Warranty	4	$ 409.78	$ 1,639.12
ICP Annual License (pro-rated 6 months Jul 1 2025 - Dec 31 2025)	25	$ 124.57	$ 3,114.25
ICP Annual Warranty (pro-rated 6 months Jul 1 2025 - Dec 31 2025)	25	$ 73.76	$ 1,844.00
Pollbook Annual License	138	$ 136.59	$ 18,849.42
			$ 288,180.40

Term: Jan 1, 2026 - Dec 31, 2026			
Description	**Quantity**	**Unit Price**	**Extended Price**
ICP Annual License	65	$ 264.32	$ 17,180.80
ICC Annual License - G2140	7	$ 2,813.77	$ 19,696.39
ICC Annual Warranty - G2140	7	$ 1,639.09	$ 11,473.63
ICP Annual License	153	$ 256.62	$ 39,262.86
ICX Annual License	350	$ 168.83	$ 59,090.50
Pollbook Annual License	500	$ 140.69	$ 70,345.00
ICP Annual Warranty	297	$ 164.33	$ 48,806.01
MBP Annual Warranty	4	$ 422.07	$ 1,688.28
ICP Annual License	25	$ 249.15	$ 6,228.75
ICP Annual Warranty	25	$ 147.52	$ 3,688.00
Pollbook Annual License	138	$ 140.69	$ 19,415.22
			$ 296,875.44

Term: Jan 1, 2027 - Dec 31, 2027			
Description	**Quantity**	**Unit Price**	**Extended Price**
ICP Annual License	65	$ 272.25	$ 17,696.25
ICC Annual License - G2140	7	$ 2,898.18	$ 20,287.26
ICC Annual Warranty - G2140	7	$ 1,688.26	$ 11,817.82
ICP Annual License	153	$ 264.32	$ 40,440.96
ICX Annual License	350	$ 173.89	$ 60,861.50
Pollbook Annual License	500	$ 144.91	$ 72,455.00
ICP Annual Warranty	297	$ 169.26	$ 50,270.22
MBP Annual Warranty	4	$ 434.73	$ 1,738.92

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ICP Annual License	25	$ 256.62	$ 6,415.50
ICP Annual Warranty	25	$ 151.95	$ 3,798.75
Pollbook Annual License	138	$ 144.91	$ 19,997.58
			$ 305,779.76

Term: Jan 1, 2028 - Dec 31, 2028			
Description	**Quantity**	**Unit Price**	**Extended Price**
ICP Annual License	65	$ 280.42	$ 18,227.30
ICC Annual License - G2140	7	$ 2,985.13	$ 20,895.91
ICC Annual Warranty - G2140	7	$ 1,738.91	$ 12,172.37
ICP Annual License	153	$ 272.25	$ 41,654.25
ICX Annual License	350	$ 179.11	$ 62,688.50
Pollbook Annual License	500	$ 149.26	$ 74,630.00
ICP Annual Warranty	297	$ 174.34	$ 51,778.98
MBP Annual Warranty	4	$ 447.77	$ 1,791.08
ICP Annual License	25	$ 264.32	$ 6,608.00
ICP Annual Warranty	25	$ 156.51	$ 3,912.75
Pollbook Annual License	138	$ 149.26	$ 20,597.88
			$ 314,957.02

Term: Jan 1, 2029 - Dec 31, 2029			
Description	**Quantity**	**Unit Price**	**Extended Price**
ICP Annual License	65	$ 288.83	$ 18,773.95
ICC Annual License - G2140	7	$ 3,074.68	$ 21,522.76
ICC Annual Warranty - G2140	7	$ 1,791.08	$ 12,537.56
ICP Annual License	153	$ 280.42	$ 42,904.26
ICX Annual License	350	$ 184.48	$ 64,568.00
Pollbook Annual License	500	$ 153.74	$ 76,870.00
ICP Annual Warranty	297	$ 179.57	$ 53,332.29
MBP Annual Warranty	4	$ 461.20	$ 1,844.80
ICP Annual License	25	$ 272.25	$ 6,806.25
ICP Annual Warranty	25	$ 161.21	$ 4,030.25
Pollbook Annual License	138	$ 153.74	$ 21,216.12
			$ 324,406.24

To the extent this Agreement is extended beyond December 31, 2029, commencing with the January 1, 2030 invoicing of Annual Fees, and each year thereafter, Dominion reserves the right to adjust the Annual Fees within three percent (3%) of the then current fee.

DOMINION VOTING

P.O. Box #343
Broomfield CO 80038 United States
FED ID#27-0565149

Invoice Date	02/11/2025
Invoice #	DVS158615
Page	1

Bill To:

Fulton County, GA
Nadine Williams
5600 Campbellton Fairburn Road
Fairburn GA 30213

Ship To:

Fulton County, GA
Nadine Williams
5600 Campbellton Fairburn Road
Fairburn GA 30213

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	USGAFULTON	FLEATHERS	BEST WAY	Net 30	02/10/2025	68,810

Ordered	Shipped	B/O	Item Description	Discount	Unit Price	Ext. Price
25	25	0	07/01/24-06/30/25; ICP Annual Firmware License - 320C	$0.00	$241.89	$6,047.25
25	25	0	07/01/24-06/30/25; ICP Annual Hardware Warranty - 320C	$0.00	$143.22	$3,580.50

REMIT TO:
Dominion Voting Systems, Inc.
P.O. Box 538214
Atlanta, GA 30353-8214

COURIER ADDRESS:
Dominion Voting Systems, Inc.
Lockbox #538214
1669 Phoenix Parkway, Suite 210
College Park, GA 30349

Subtotal	$9,627.75
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	**$9,627.75**

Comments: Coverage Period: 07/01/2024 - 06/30/2025
SF0033277

Invoice Date	02/11/2025
Invoice #	DVS158616
Page	1

P.O. Box #343
Broomfield CO 80038 United States
FED ID#27-0565149

Bill To:

Fulton County, GA
Nadine Williams
5600 Campbellton Fairburn Road
Fairburn GA 30213

Ship To:

Fulton County, GA
Nadine Williams
5600 Campbellton Fairburn Road
Fairburn GA 30213

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	USGAFULTON	FLEATHERS	BEST WAY	Net 30	02/10/2025	68,809

Ordered	Shipped	B/O	Item Description	Discount	Unit Price	Ext. Price
25	25	0	07/01/23-06/30/24; ICP Annual Firmware License - 320C	$0.00	$234.84	$5,871.00
25	25	0	07/01/23-06/30/24; ICP Annual Hardware Warranty - 320C	$0.00	$139.05	$3,476.25

REMIT TO:
Dominion Voting Systems, Inc.
P.O. Box 538214
Atlanta, GA 30353-8214

COURIER ADDRESS:
Dominion Voting Systems, Inc.
Lockbox #538214
1669 Phoenix Parkway, Suite 210
College Park, GA 30349

Subtotal	$9,347.25
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	**$9,347.25**

Comments: Coverage Period: 07/01/2023 - 06/30/2024
SF0023663

DOMINION VOTING

P.O. Box #343
Broomfield CO 80038 United States
FED ID#27-0565149

Invoice Date	02/11/2025
Invoice #	DVS158617
Page	1

Bill To:

Fulton County, GA
Nadine Williams
5600 Campbellton Fairburn Road
Fairburn GA 30213

Ship To:

Fulton County, GA
Nadine Williams
5600 Campbellton Fairburn Road
Fairburn GA 30213

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	USGAFULTON	FLEATHERS	BEST WAY	Net 30	02/10/2025	68,808

Ordered	Shipped	B/O	Item Description	Discount	Unit Price	Ext. Price
138	138	0	01/01/23-12/31/23; KnowInk Poll Book Annual License	$0.00	$128.75	$17,767.50

REMIT TO:
Dominion Voting Systems, Inc.
P.O. Box 538214
Atlanta, GA 30353-8214

COURIER ADDRESS:
Dominion Voting Systems, Inc.
Lockbox #538214
1669 Phoenix Parkway, Suite 210
College Park, GA 30349

Subtotal	$17,767.50
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	**$17,767.50**

Comments: Coverage Period: 01/01/2023 - 12/31/2023
SF0022548

Invoice Date	02/11/2025
Invoice #	DVS158618
Page	1

P.O. Box #343
Broomfield CO 80038 United States
FED ID#27-0565149

Bill To:

Fulton County, GA
Nadine Williams
5600 Campbellton Fairburn Road
Fairburn GA 30213

Ship To:

Fulton County, GA
Nadine Williams
5600 Campbellton Fairburn Road
Fairburn GA 30213

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	USGAFULTON	FLEATHERS	BEST WAY	Net 30	02/10/2025	68,811

Ordered	Shipped	B/O	Item Description	Discount	Unit Price	Ext. Price
138	138	0	01/01/24-12/31/24; KnowInk Poll Book Annual License	$0.00	$132.61	$18,300.18

REMIT TO:
Dominion Voting Systems, Inc.
P.O. Box 538214
Atlanta, GA 30353-8214

COURIER ADDRESS:
Dominion Voting Systems, Inc.
Lockbox #538214
1669 Phoenix Parkway, Suite 210
College Park, GA 30349

Subtotal	$18,300.18
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	**$18,300.18**

Comments: Coverage Period: 01/01/2024 - 12/31/2024
SF0033278

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HARDWARE WARRANTY AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND FULTON COUNTY, GA

This Hardware Warranty Agreement (the "Agreement") dated January 1, 2022, (the "Effective Date"), is made between Fulton County, GA ("County") and Dominion Voting Systems, Inc. ("Dominion"). This Agreement may refer to Dominion and the County together as the "Parties," or individually as a "Party."

WHEREAS, the Secretary of State of the State of Georgia entered into a Master Solution Purchase and Services Agreement contract (the "State Contract") with Dominion on July 29, 2019;

WHEREAS, the State Contract authorizes the County to purchase voting system hardware warranties for voting system items purchased by the State of Georgia for use by the County;

WHEREAS, The County desires to purchase voting system hardware warranties;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to sell voting system hardware warranties as described more fully below.

1. Composition of Agreement. Exhibit A is attached and incorporated herein by reference and forms a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following sections, together with the Exhibit A. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within Exhibit A.

2. Definitions.

2.1. "Confidential Information" means those materials, documents, data, and technical information, specifications, business information, County information, or other information that a Party (the "Disclosing Party") maintains as trade secrets or confidential and which are disclosed to the other Party (the "Receiving Party") in tangible form marked as "confidential," or with words having similar meaning, which includes without limitation, Dominion software.

2.2. "Hardware" means the ImageCast® system hardware listed in Exhibit A of this Agreement.

2.3. "Specifications" means descriptions and data regarding the features, functions and performance of the Hardware, as set forth in user manuals or other applicable documentation provided by Dominion.

3. Term of Agreement. The Term of this Agreement shall begin on the Effective Date and shall continue until the first anniversary of the Effective Date. This Agreement shall automatically renew on an annual basis for an additional three (3) years, subject to the warranty fees and terms defined in Exhibit A. The County, at its sole discretion, may choose the terminate the Agreement prior to any annual renewal. Notification of termination must be in writing and provided to Dominion within forty-five (45) calendar days of expiration.

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4. Dominion's Responsibilities. Dominion shall provide this Hardware warranty based upon the terms defined herein. Dominion shall provide invoices to County for the warranty items listed in Exhibit A and pursuant to the payment schedule described in Section 5 and Exhibit A.

5. County's Responsibilities. County shall pay invoices no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other sales taxes imposed by any governmental authority. If County is exempt from taxes, County shall supply Dominion with a tax exemption certificate or similar form demonstrating its exempt status upon request.

6. Warranties. The following warranties shall apply to the Hardware.

6.1. Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with its Specifications. The Hardware warranty shall remain in effect during the Term.

6.2. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Hardware component or, at Dominion's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Dominion software and with third party products approved by Dominion for use with the Hardware. The following conditions apply:

6.2.1. County shall bear the shipping costs to return the malfunctioning Hardware component to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced Hardware component to County.

6.2.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

6.2.2.1. Replacement of consumable items including but not limited to batteries, toner[1], paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

6.2.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;

6.2.2.3. Repair or replacement of Hardware modified by any person other than those authorized in writing by Dominion;

6.2.2.4. Repair or replacement of Hardware from which the serial numbers have been removed, defaced or changed.

6.2.3. County is not authorized to provide or transfer any Hardware or other voting system component to a third party unless explicitly authorized in writing by Dominion. Providing or transferring Hardware will void the terms of theWarranty and shall be considered a breach of the Agreement.

[1] Toner will be included for Counties choosing the ICX warranty with annual replacement toner option.

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6.3. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. Confidential Information.

7.1. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

7.2. Subject to the requirements of the County's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.

7.3. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by Dominion. To the extent consistent with PRL, County shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information, County will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the County will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

8. Force Majeure. Should any circumstances beyond the control of Dominion or County occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; pandemic; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and County. Neither Party shall be liable under this Agreement for any loss or damage to the otherParty due to such delay or performance failures. Notwithstanding the foregoing, both Parties shalluse commercially reasonable efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

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9. Indemnification. Dominion, at its sole expense, will indemnify and defend the County, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim, suit or action that the System infringes, violates, or misappropriates a Third Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

10. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT AND ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Assignment. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the County.

12. Termination. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may terminate this Agreement, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable, but in no event shall the cure period exceed sixty (60) days without written consent by the non-breaching party.

13. Legality and Severability. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

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14. Choice of Law and Jurisdiction. Interpretation of this Agreement shall be governed by the laws of the State of Georgia, and the courts of competent jurisdiction located in the State of Georgia will have jurisdiction to hear and determine questions relating to this Agreement.

15. Waiver. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

16. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by certified or registered mail, return receipt requested, addressed to the intended recipient or e-mailed as follows:

If to Dominion:
Dominion Voting Systems, Inc.
Attn: Contracts Administrator
PO Box 343
Broomfield, CO 80038
Email: contracts@dominionvoting.com

If to the County:
Fulton County Government
Attn: Richard Barron, Director
Department of Registration and Elections
130 Peachtree St., Ste. 2186 F
Atlanta, GA 30303
Email: richard.barron@fultoncountyga.gov

With a copy to:

Attn: Felicia Strong-Whitaker
Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree St., Suite 1168
Atlanta, GA 30303
Email: felicia.strong-whitaker@fultoncountyga.gov

17. Independent Contractor. Dominion and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. Dominion acknowledges that all sums received hereunder are personallyreportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

18. Entire Agreement. This Agreement constitutes the entire agreement, understanding and representations between Dominion and the County, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the County and

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Dominion, and incorporated as an amendment hereto.

19. Third-Party Beneficiary. No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or County may be enforced against Dominion or County, as applicable, by any person not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date above written.

DOMINION VOTING SYSTEMS, INC.

DocuSigned by:
B3A1F26626534CD...
AUTHORIZED SIGNATURE

John Poulos
PRINTED NAME

President and CEO
TITLE

12/30/2021
DATE

FULTON COUNTY, GEORGIA

DocuSigned by:
4A8C2C24B87A45E...
Dick Anderson
County Manager

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

DocuSigned by:
762F86CC5F4C401...
Richard L. Barron, Director
Department of Registration and Elections

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EXHIBIT A

PRICING AND PAYMENT SUMMARY

1. Pricing Summary

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Annual Hardware Fees*			
ICP Annual Hardware Warranty	297	$146.00	$43,362.00
ICC Annual Hardware Warranty	4	$1,200.00	$4,800.00
ICX Annual Hardware Warranty (with annual replacement toner supply)**	3,324	$136.00	$452,064.00
MBP Annual Hardware Warranty	4	$375.00	$1,500.00
Total Annual Fees:			**$501,726.00**

* Dominion reserves the right to adjust the Annual Hardware Warranty Fee within three percent (3%) of the then current fee.

** For Counties choosing the ICX Warranty with annual replacement toner supply, Dominion shall ship 1 toner cartridge per unit annually.

2. Payment Schedule - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. The initial invoice shall be provided at the Agreement signing and on each anniversary of the Effective Date thereafter through the Term.

Exhibit C (for use by State Entities)
To Master Solution Purchase and Services Agreement
FORM OF SERVICES ORDER

THIS SERVICES ORDER ("**Services Order**") is dated this 1st day of July, 2023 ("***Services Order Effective Date***") and is subject to the terms of the State of Georgia Master Solution Purchase and Services Agreement (the "***Agreement***") dated as of July 29, 2019 between the State of Georgia and Dominion Voting Systems, Inc. (the "***Contractor***"). Pursuant to the terms of the Agreement, the Fulton County, GA is an authorized State Entity ("**State Entity**"). Unless otherwise defined herein, all capitalized terms used herein have the same meanings as is set forth in the Agreement, which is hereby incorporated by reference. The undersigned State Entity hereby orders delivery for the following pieces of Solution from Contractor. Contractor agrees to deliver the items ordered herein in accordance with the Agreement and in compliance with all Applicable Laws including with the provisions of O.C.G.A. Title 21, as amended and the State of Georgia Election Board and Secretary of State Rules contained in Sections 183 and Sections 590 of the Georgia Administrative Code respectively.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, State Entity and Contractor hereby agree as follows:

In performing Services under this Services Order, Contractor shall communicate to Nadine Williams of State Entity or his/her designee.

DESCRIPTION OF THE SERVICES.

Project Overview. Dominion to provide additional equipment and licenses pursuant to the terms of the Agreement ("**Project**").

Services Order Purpose. The purpose of this Services Order is for Contractor to provide additional voting system equipment and licensing or other services to State Entity related to the Project.

Services Scope. Contractor is responsible for the following Services and scope, as further described and detailed below, in the context of the overall Project:

Provide Equipment and Licensing as outlined in the Description of Deliverables herein.

SCHEDULE.

Contractor shall complete the Services and provide any Deliverables on or before TBD. The parties agree that time is of the essence in this Agreement.

DESCRIPTION OF DELIVERABLES.

1.1 ***Voting System Products***. Items provided in this Form of Services Order are State of Georgia certified voting system products as described and provided by the State Contract, in the quantities described below.

1.2 ***Travel and Expenses included.*** All costs of Contractor transportation, lodging and meal expenses are included during the Agreement Term.

1.3 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the State Entity at the then current Contractor list price.

PRODUCT/SERVICE	QTY	UNIT PRICE	EXTENSION
KnowInk Poll Book	138	$708.00	$97,704.00
		Purchase Total	**$97,704.00**

ANNUAL LICENSES AND WARRANTIES*	QTY	UNIT PRICE	EXTENSION
KnowInk Poll Book Annual License	138	$125.00	$17,250.00
		Annual Total*	**$17,250.00**

*Contractor reserves the right to adjust the Annual Fees within three percent (3%) of the then current.

MILESTONES

Contractor shall deliver to Contractor the Deliverables listed in the table below during the period of performance of this Services Order.

Item Number	Deliverables / Milestone	Due Date
1.	Equipment Delivery (no later than)	Previously delivered

FEES AND EXPENSES.

The Fees for the Services shall not exceed **$97,704.00** for the initial purchase and shall not exceed **$17,250.00** for the annual fees, except that Contractor reserves the right to adjust the Annual Fees within three percent (3%) of the then current.

Payment Schedule – Contractor shall provide invoices to the State Entity as described below. The State Entity shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Contractor invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the State Entity.

ID	Invoice Date	Payment Amount
1	Equipment delivery (paid prior to execution of this Exhibit C)	**$97,704.00**
2	Annual Fees – Beginning January 1, 2022 (Customer paid the 2022 annual fees prior to the execution of this Exhibit C)	**$17,250.00**

Any additional services shall be set forth in an additional Statement of Work executed by the State Entity and Contractor under the Agreement or in a purchase order issued by State Entity and accepted by Contractor under the Agreement. Contractor shall be reimbursed for additional reasonable expenses if pre-approved by State Entity in writing.

DEVIATIONS FROM TERMS OF AGREEMENT

N/A

This Services Order is approved by:

FULTON COUNTY, GA	DOMINION VOTING SYSTEMS, INC.
By: _____	By: _____
Name: _____	Name: John Poulos
Title: _____	Title: President and CEO

AMENDMENT 4

VOTING SYSTEM ACQUISITION AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND FULTON COUNTY, GA

This Amendment 4 to the Voting System Acquisition Agreement ("Amendment 4") is made and entered into as of this July 01, 2021 (the "Amendment 4 Effective Date") by and between Fulton County, GA ("Customer") and Dominion Voting Systems, Inc.

RECITALS

WHEREAS, on May 1, 2020, the Customer and Dominion entered into a Voting System Acquisition Agreement, which was modified by Amendment 1 dated August 1, 2020, Amendment 2 dated September 15 2020, and Amendment 3 dated June 1, 2021 (the "Agreement");

WHEREAS, the Customer and Dominion desire to amend the Agreement; and

THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Customer and Dominion agree as follows:

AMENDMENT

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
2. **Addition of Exhibit A-4**. Exhibit A-3, attached hereto and incorporated by this references, is hereby added to the Agreement immediately following Exhibit A-2. All references to "Exhibit A" in the Agreement are hereby replaced with references to "Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A -3."
3. **All Other Terms.** Except as expressly amended in this Amendment 4, all other Agreement terms shall remain in full force and effect.

(signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Amendment 4 to the Agreement to be effective as of the Amendment 4 Effective Date.

FULTON COUNTY, GA	**DOMINION VOTING SYSTEMS, INC.**
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
PRINTED NAME	PRINTED NAME
TITLE	TITLE
DATE	DATE

EXHIBIT A-3

TO THE VOTING SYSTEM AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND FULTON COUNTY, GA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION[1]	QTY	UNIT PRICE	EXTENSION
In-Person Voting: Polling Location Hardware			
ImageCast Precinct (ICP) Tabulator	25	$3,900.00	$97,500.00
		Sub-total:	$97,500.00
Consumables/Parts			
ImageCast X Prime Technician Smart Card - Yellow	20	$8.00	$160.00
ICP Cleaning Sheet	50	$20.00	$1,000.00
		Sub-total:	$1,160.00
		Purchase Total	$98,660.00

[1] System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the Customer's state, may be substituted by Dominion.

ANNUAL FEES

Annual Fees shall commence on July 01, 2022 .

DESCRIPTION[2]	QTY	UNIT PRICE	EXTENSION
Annual Licenses			
ImageCast Precinct (ICP) Annual Firmware License	25	$228.00	$5,700.00
		Sub-total:	$5,700.00
Annual Warranties			
ImageCast Precinct Annual Hardware Warranty	25	$135.00	$3,375.00
		Sub-total:	$3,375.00
		Annual Total	$9,075.00

[2] Commencing with the second invoicing of Annual Fees, and each year thereafter, Dominion reserves the right to adjust the Annual Fees within three percent (3%) of the then current fee.

2. **Payment Schedule** - Dominion shall provide invoices to Customer as described below.

Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes (other than income taxes owed by Dominion) shall be reimbursed by Customer.

Payment #	Payment Description	Invoice Date	Amount
1	Paid in 2021	07/01/2021	$ 98,660.00
2	Annual Fees	Beginning 07/01/2022	$9,075.00 (subject to annual increases described above)

3. Product Description

3.1. *Product Description*

- **ImageCast® Precinct Tabulator (ICP).** ImageCast® Precinct Scanner and Tabulator is an optical scan ballot tabulator used to scan marked paper ballots, interpret voter marks on the paper ballot, communicate these interpretations back to the voter and upon voter acceptance, deposits the ballot in the ballot box. The ImageCast consists of the following:
  - Two (2) optical imaging scanners for creating duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
  - Linux Operating System.
  - Two (2) SD memory card ports for storage capabilities. Two (2) 16GB SD memory cards will be provided and located behind two securable doors (Administrator Door and Pollworker Door).
  - An integrated interactive electronic display in the form of an ultra-high contrast graphical color 5.7" LCD screen, and a built-in touch screen for administration purposes.
  - An internal 3" thermal printer and one (1) 3" paper roll for generating reports.
  - One (1) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such as control, data confidentiality and integrity functions.
  - A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast must be 8.5" wide by a variable length (11", 14", 17", and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.
  - An internal battery which meets or exceeds certification standards.
  - Patented functionality known as AuditMark. For each ballot scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts below:

	▪ The top portion of the image contains a scanned image of the ballot. ▪ The bottom portion consists of a machine-generated text showing each mark that the unit interpreted for that particular ballot. This is referred to as the AuditMark.

3.2. ***Ongoing telephone support***. Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

3.3. ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.

3.4. ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

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PURCHASE ORDER

FULTON COUNTY
PURCHASING DEPARTMENT
130 Peachtree St. SW Suite 1168
Atlanta, GA 30303-3459
Phone # (404) 612-5800

Purchase Order Number:
PO 265 21SC130765OM-MH
Purchase Order Date:
06/22/21
Delivery Date:

Invoices must be forwarded to:

Fulton County Registration and Elections
130 Peachtree St S. W.
Suite 2186
Atlanta, GA 30303

To:

DOMINION VOTING SYSTEMS, INC.
1201 18th Street, Suite 210

Denver, CO 80202
Contact: Tuyet Ha

Ship To Address:

Registration And Elections
130 Peachtree Street S.W.
Suite 2186
Atlanta, GA 30303

F.O.B.:

Vendor No.: VS0000038315

Special Instructions:

BOC#21-0452 BOC Date: 06/16/21

Line	Commodity Code / Description	Quantity	Unit(s)	Unit Price	Total Amount
1	57834 Election & Voter Equipment & Supplies, Electronic Purchase of 25 ImageCast Precinct Tablulators	25.00	EA	$ 3900.00	$97,500.00
2	57834 Election & Voter Equipment & Supplies, Electronic Purchase of five (50 ImageCast x Prime Technician Smart Card - Yellow	20.00	EA	$ 8.00	$160.00
3	57834 Election & Voter Equipment & Supplies, Electronic Purchase of 50 ICP Cleaning Sheets	50.00	EA	$ 20.00	$1,000.00

DEVIATION FROM PRICES STATED IS NOT PERMITTED WITHOUT A SIGNED CORRECTED PURCHASE ORDER

NOTE: NOT VALID ORDER WITHOUT ACCEPTANCE OF TERMS AND CONDITIONS ON LAST PAGE.

Purchasing Agent	Refer Question To:	Purchase Order Total
SIGNATURE DocuSigned by: Felicia Strong-Whitaker E4F13A8BBB2D4A2...	**Buyer:** MARK HAWKS **Phone #:** 404-612-5812	$98,660.00

VENDOR COPY

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FULTON COUNTY
PURCHASING DEPARTMENT
130 Peachtree St. SW Suite 1167
Atlanta, GA 30303-3459
Phone # (404) 612-5800

PURCHASE ORDER

Purchase Order Number:
PO 265 21SC130765OM-MH
Purchase Order Date:
06/22/21
Delivery Date:
Vendor No.:
VS0000038315

FULTON COUNTY PURCHASING DEPARTMENT "INSTRUCTIONS AND CONDITIONS"

Vendor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed. The County shall review invoices for approval. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs are not in accordance to the accepted quote/Bid/Proposal or as determined by the County, or are in excess of the actual stage of completion.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: **Accounts.Payable@fultoncountyga.gov**

At minimum, original invoices must reference all of the following information:

1) Vendor Information
   a. Vendor Name
   b. Vendor Address
   c. Vendor Code
   d. Vendor Contact Information (i.e. phone, fax , email, contact person name
   e. Remittance Address
2) Invoice Details
   a. Invoice Date
   b. Invoice Number (uniquely numbered, no
   c. Purchase Order Reference Number
   d. Date(s) of Services Performed
   e. Itemization of Services Provided/Commodity
3) Fulton County Department Information (needed for invoice
   a. Department Name
   b. Department Representative Name
4) Cash discounts must be specified on the invoice

Time of Payment: The County shall make payments within thirty (30) days after receipt of a proper invoice.

This Purchase Order, together with the Vendor's written Quote/Bid/Proposal, form a binding agreement based upon the agreed terms between the parties.

The Purchasing Department is the only authority for transactions under this order. The Vendor is cautioned not to accept contrary instructions or conditions form any source other than the Purchasing Department Representative. Should the vendor receive, from any source, contrary instructions or conditions, the Purchasing Department Representative should be notified immediately.

Any changes or modifications to the underlying transaction shall not become effective or binding unless authorized in writing by the Purchasing Agent.

The County is exempt from Georgia State Tax and Federal Excise Tax (#58-6001729). Exemption Certificates will be issued upon request from the Purchasing Department.

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TMP-0903

Training Voting Equipment	Qty	Unit price	Extension
ImageCast Precinct Tabulator	25	$3,900	$97,500
ImageCast X Kit-Prime(aluminum)BMD(501)	100	$3,500	$350,000
UPS-CyberPower 1500VA	50	$800	$40,000
Bag-BMD Printer Transport-M501dn	100	$63	$6,300
AIT Kit-ICX-USB	100	$375	$37,500
ImageCast x Prime Technician Smart Card-Yellow	25	$8	$162
ICP Cleaning Sheet	50	$20	$1,000
			$532,462

Advance Voting Equipment	Qty		
ImageCast Precinct Tabulator	55	$3,900	$214,500
ImageCast X Kit-Prime(aluminum)BMD(501)	550	$3,500	1,925,000
UPS-CyberPower 1500VA	275	$800	$220,000
Bag-BMD Printer Transport-M501dn	550	$63	$34,650
AIT Kit-ICX-USB	50	$375	$18,750
ICP Cleaning Sheet	50	$20	$1,000
ImageCast X Kit-Prime Poll Worker Smart Card-Orange	200	$8	$1,600
High Speed Media Reader-USB 3.0 UDMA	3	$34.50	$103.50
			2,415,603.50

DocuSign Envelope ID: F355574B-99A8-41A7-9032-A7DC9E8F4179

McCloud, Brenda

From: Strong-Whitaker, Felicia
Sent: Monday, June 14, 2021 9:24 AM
To: Barron, Richard L.; Eskridge, Patrick; Williams, Nadine
Cc: McCloud, Brenda; Jenkins, Donna; Whitmore, Sharon
Subject: FW: [EXTERNAL] FW: DocuSign link

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning All,

See email below from Barry Herron regarding the equipment from Dominion that we can receive before June 30th. I will need to revise the agenda item accordingly, I will forward the new amount once I review the original cost proposal

FULTON COUNTY

Felicia Strong-Whitaker, CPPO, MCA
Chief Purchasing Agent
Department of Purchasing & Contract Compliance
404-612-4210 (office)
404-718-0197 (cell)
Connect with Fulton County:
Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

From: Barry Herron [mailto:barry.herron@dominionvoting.com]
Sent: Friday, June 11, 2021 2:56 PM
To: Strong-Whitaker, Felicia
Cc: Barry Herron
Subject: RE: [EXTERNAL] FW: DocuSign link

Felicia,

I do not have good news. This is what we can send by the end of the month:

25 ImageCast Precinct Tabulators
50 UPS 25 Technician Yellow smart card
50 cleaning sheets

That is not what you need.

DocuSign Envelope ID: F355574B-99A8-41A7-9032-A7DC9E8F4179

Below is the status of major items:

100 ATI KITS – by the end of August
100 ICX Tablets – could be September (we just fulfilled an Ohio County order for 1,500 that was under contract since January 2021)
100 BMD 501 Printers – similar time frame as ICX
100 BMD transport bags – similar to above

If our suppliers ship us product before expected dates, we will be able to fulfill the order sooner than stated.

I apologize, but products of all kinds and industries are way behind normal lead times since COVID's shut down.

We will do the best we can.

Thank you for all your confidence in Dominion. We treasure your partnership.

Barry

BARRY HERRON | REGIONAL SALES MANAGER – DEALER MANAGER

DOMINION VOTING
1201 18th Street Suite 210, Denver, CO 80202
1.866.654.8683 x 9250 | DOMINIONVOTING.COM

419-350-8455 MOBILE

From: Strong-Whitaker, Felicia <Felicia.Strong-Whitaker@fultoncountyga.gov>
Sent: Friday, June 11, 2021 1:48 PM
To: Barry Herron <barry.herron@dominionvoting.com>
Subject: Re: [EXTERNAL] FW: DocuSign link

Perfect! You will receive signed PO shortly vis DocuSign. Don't forget to let me know about the equipment as soon as you can.

Sent from my iPhone

On Jun 11, 2021, at 1:01 PM, Barry Herron <barry.herron@dominionvoting.com> wrote:

John Poulos our President intercepted the documents, signed them and sent them back.

Barry

REGIONAL SALES MANAGER/DEALER MANAGER DOMINIONVOTING.COM

419-350-8455 MOBILE

From: Strong-Whitaker, Felicia <Felicia.Strong-Whitaker@fultoncountyga.gov>
Sent: Friday, June 11, 2021 12:09:45 PM
To: Barry Herron <barry.herron@dominionvoting.com>
Subject: [EXTERNAL] FW: DocuSign link

DocuSign

Certificate Of Completion

Envelope Id: F355574B99A841A79032A7DC9E8F4179
Status: Completed
Subject: Please DocuSign: Dominion Tabulators 6.16.21.pdf, PO Dominion Tabulators 6-22-21.pdf
Parcel ID:
Source Envelope:
Document Pages: 5
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mark Hawks
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
mark.hawks@fultoncountyga.gov
IP Address: 74.174.59.4

Record Tracking

Status: Original
6/22/2021 8:41:18 AM
Holder: Mark Hawks
mark.hawks@fultoncountyga.gov
Location: DocuSign

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Pool: StateLocal

Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Felicia Strong-Whitaker felicia.strong-whitaker@fultoncountyga.gov Director Purchasing & Contract Compliance Fulton County Government Security Level: Email, Account Authentication (None)	DocuSigned by: Felicia Strong-Whitaker E4F13A8BBB2D4A2... Signature Adoption: Pre-selected Style Using IP Address: 73.137.155.91	Sent: 6/22/2021 8:56:21 AM Viewed: 6/22/2021 9:02:33 AM Signed: 6/22/2021 9:02:39 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Brenda McCloud Brenda.Mccloud@fultoncountyga.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/22/2021 9:02:41 AM Viewed: 6/23/2021 7:07:52 AM
Electronic Record and Signature Disclosure: Accepted: 6/20/2020 11:57:23 AM ID: 372a81d4-75c9-444f-9d08-223ab0c6e5fb		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	6/22/2021 8:56:21 AM
Certified Delivered	Security Checked	6/22/2021 9:02:33 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	6/22/2021 9:02:39 AM
Completed	Security Checked	6/22/2021 9:02:41 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.
To request paper copies from Carahsoft OBO Fulton County, Georgia
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Carahsoft OBO Fulton County, Georgia
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.
Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.

Annual Hardware and Software Maintenance and Support List - 2025

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2025 Projected Authority
271	Software	Azteca Systems	Cityworks Enterprise	Computerized Maintenance Management/Work Order System Maintenance & Support Services	Cityworks vendor maintaining work order system.	Public Works / Police	Public Works / Police	$280,000.00
272	Software	Critical Business Analysis, Inc.	Primavera Suite & P6 Upgrade	Primavera Suite & P6 Upgrade	Construction project management software & support	Public Works/ DREAM Community Services	Public Works/ Planning and Community Services	$25,000.00
273	Software	Earl Dudley	Topcon	Sta-Sub GP Yearly Reference Station	Surveying service for GPS units and GIS team.	Public Works/ Planning and Community Services	Public Works/ Planning and Community Services	$3,000.00
274	Software	TrackStar	TracIT	AVL Software and web maintenance	Vehicle tracking and fleet monitoring services.	Public Works	Public Works	$75,000.00
275	Software	Bluebeam	BIM Software	B.I.M.	Construction model software andn asset platform.	Public Works	Public Works	$4,000.00
276	Software	Daupler	Daupler	Incident Response Software	Emergency after hours call center and asset monitoring	Public Works	Public Works	$150,000.00
277	Software	Kamstrup	Kamstrup AMS Service	Leak Detection Software	AMI water meter services	Public Works	Public Works	$3,000.00
278	Software	Kamstrup	Kamstrup AMS Service	READY Meter Reading Software	AMI water meter services	Public Works	Public Works	$3,000.00
279	Software	Payments Corporation				Public Works	Public Works	$50,000.00
280	Software	Radley	Radley	Barcode and equipment software	Storesoom maintenance system.	Public Works	Public Works	$65,000.00
281	Software	Bluebeam	BIM Software	PDF markup tool	Add-on service for BIM required for PDF markup and edits	Public Works	Public Works	$2,500.00
282	Software	B2G Now	Contract Compliance System	Contract Compliance System	SaaS Agreement for Contract Compliance System	Purchasing & Contract Compliance	Purchasing & Contract Compliance	$40,000.00
283	Software	et Direct International Data Base Corpora	BidNet Direct	Bid Board Notifciation and Contract Management System	SaaS Agreement for E-Procurement System	Purchasing & Contract Compliance	Purchasing & Contract Compliance	$35,000.00
284	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	$12,500.00
285	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
286	Hardware	OPEX Corporation	Opener/Extractor	Letter Opener Model 72	Letter opener	Registration & Elections	Registration & Elections	$25,948.80
287	Hardware	Dominion Voting System	MBP Oki-C931	Warranty High Speed Printers	Warranty mbp	Registration & Elections	Registration & Elections	$5,768.00
288	Hardware	Dominion Voting System	Image Cast Central Firmware	Firmware Warranty G2140	Firmware image	Registration & Elections	Registration & Elections	$31,930.00

Note: The Chief Purchasing Agent is authorized to approve up to a 10% cost escalation /variation. Justification for the cost adjustment must be provided.

Annual Hardware and Software Maintenance and Support List - 2025

Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2025 Projected Authority
289	Software	Dominion Voting System	ImageCast Firmware	ICP Preinct Tabulator - 320C	ICP imagecast	Registration & Elections	Registration & Elections	$16,686.00
290	Software	Dominion Voting System	Image Cast Firmware	Annual License - BMD Prime 5.5A	Annual image	Registration & Elections	Registration & Elections	$59,740.00
291	Software	Dominion Voting System	ImageCast Firmware	Precinct Tabulator 320C 5.5A Scanners	Precinct imagecast	Registration & Elections	Registration & Elections	$42,230.00
292	Software	Dominion Voting System	KnowInk Poll Book	Annual License	Annual knowink	Registration & Elections	Registration & Elections	$71,070.00
293	Software	14 Oranges Software, Inc.	Mobile Application	Application Software for Mobile App	Application mobile	Registration & Elections	Registration & Elections	$8,000.00
294	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
295	Software	SOE Software, d/b/a/ Scytl	Election Night Reporting Software	Election Night Reporting	Report election results	Registration & Elections	Registration & Elections	$14,000.00
296	Software	Wireless Data Systems	Inventory Tracking System	Annual License	Annual inventory	Registration & Elections	Registration & Elections	$228,660.00
297	Software	KNOWiNK	Poll Pad Package	Poll Pad Packages iPad WiFi 32GB	Poll poll	Registration & Elections	Registration & Elections	$25,000.00
298	Software	Dominion Voting System	Image Cast Tabulator	Software Licen - 320C 5.5A ICC Scanners	Software image	Registration & Elections	Registration & Elections	$31,930.00
299	Software	Quadient	Ballot Printing	OMS500 for v8.2	Annual mailing	Registration & Elections	Registration & Elections	$6,060.00
300	Hardware	Dominion Voting System	Hardware Extended Warranty	Hardware Extended Warranty	Hardware hardware	Registration & Elections	Registration & Elections	$548,990.00
301	Software	Son Line, Lic	Poll Worker Software	Poll Worker Training Software	Training software	Registration & Elections	Registration & Elections	$83,800.00
302	Software	Quadient	Annual Maint	Absentee Ballot Processing System Maintenance & Support Services	Mailing annual maintenance	Registration & Elections	Registration & Elections	$41,764.00
303	Software	KNOWiNK	Annual Maintenance/License - Poll Pad Package - iPad WiFi 32gb	Annual Maintenance/License - Poll Pad Package - iPad WiFi 32gb	Annual annual	Registration & Elections	Registration & Elections	$3,000.00
304	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	$12,000.00
305	Software	Chmura	RTI Job Feed Data - Career Concurse	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	$0.00
306	Software	SizeUp	SizeUp	1 Organizational Licenses	Small business market research and business intelligence tool	Select Fulton - Economic Development	Select Fulton	$16,000.00

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0747 **Meeting Date:** 10/1/2025

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Registration & Elections, SWC# 99999-001-SPD0000211-0002, Printing Services in the amount of $125,000.00 with Moore Partners, Inc. dba More Business Solutions (Peachtree Corners, GA) to provide printing services for the preparation and operation of the Public Service Commission General / Municipal General and Runoff Elections. Effective August 1, 2025, through December 31, 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: To provide printing services for the Public Service Commission General / Municipal General and Runoff Elections.

Scope of Work: This contract will provide various printing services such as printing of supply request forms; oath of consolidation; notice of hearings; chain of custody, etc. These forms are essential to the preparation and operation of elections.

Community Impact: Registration and Elections staff is not aware of any community impact.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval of this statewide contract to provide printing services will ensure the Department to follow state election laws.

Community Issues/Concerns: The Department is not aware of any community issues or concerns with this request.

Department Issues/Concerns: The Department has no issues or concerns with this request.

Contract Modification: New Procurement

Contract & Compliance Information

Not Applicable

Exhibits Attached:

Exhibit 1: Copy of Statewide Contract
Exhibit 2: Quote

Contact Information:

Nadine Williams, Director, Registration and Elections, 404-612-7020

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$125,000.00
TOTAL:	$125,000.00

Grant Information Summary

Amount Requested:	☐ Cash
Match Required:	☐ In-Kind

Agenda Item No.: 25-0747 **Meeting Date:** 10/1/2025

Start Date:
End Date:
Match Account $:

☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2653-1459: General, Registration & Elections, Printing Services - $80,000.00

Funding Line 2:

100-265-2658-1459: General, Registration & Elections, Printing Services - $45,000.00

Key Contract Terms	
Start Date: 8/1/2025	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: n/a

Docusign Envelope ID: 24E743EF-D963-4BB3-8849-9FAC8D228BB7

CONTRACT AMENDMENT # 2
RENEWAL # 2
REMAINING RENEWALS # 4

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	MOORE PARTNERS INC
Contract Number:	99999-001-SPD0000211-0002
Contract Description:	Commercial Printing Services
Contract Start Date:	07/17/2023
Current Contract Term:	08/01/2024 – 07/31/25

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	08/01/2025
End Date of New Contract Term:	07/31/2026

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

Docusign Envelope ID: 24E743EF-D963-4BB3-8849-9FAC8D228BB7

2. **PRICING:** The pricing for Rapid Copy Services offered under this Statewide Contract is hereby amended to reflect the pricing schedule shown in **Exhibit A**. A price increase of **4%** will affect **all line items awarded to this supplier under Category 3 – Rapid Copy Services.**

3. **EFFECTIVE DATE:** This amendment shall be effective on **August 1, 2025**

4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Moore Partners, Inc dba More Business Solutions
Authorized Signature:	
Printed Name and Title of Person Signing:	Denise K. Roath / CEO
Date:	July 7, 2025
Company Address:	Suite 260, 5875 Peachtree Industrial Blvd. Peachtree Corners, Georgia 30092

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	7/29/2025
Company Address:	200 Piedmont Avenue, S.E. Suite 1804, West Tower Atlanta, Georgia 30334-9010

Georgia®
Department of Administrative Services
Customer Focused. Performance Driven

Statewide Contract Information Sheet

Statewide Contract Number	99999-001-SPD0000211-0002	**NIGP Code**	96676
Name of Contract	Rapid Copy and Digital Printing Services		
Effective Date	August 01, 2023	**Expiration Date**	July 31, 2025

Contract Table of Contents			
Suppliers Awarded	More Business Solutions	**Contract Information:**	Convenience Contract

Contract Information for Supplier	**Page Number**
More Business Solutions	2
Additional Contract Information	
Contract Renewals/ Extensions/ Changes	3
Item Schedule	4
Ordering Instructions	5
DOAS Contact Information	6

Georgia®
Department of Administrative Services
Customer Focused. Performance Driven

Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-001-SPD0000211-0002
PeopleSoft Supplier Number	0000358904
Supplier Name & Address	
More Business Solutions Suite 140, 3000 Northwoods Pkwy. Norcross, GA 30071	
Contract Administrator	
Eleanor Roath Telephone: 770-225-0321 Fax: 770-225-5808 Email:eleanorroath@morebizz.net	
Contact Details	
Ordering Information	Please reference pg. 5.
Remitting Information	3000 Northwoods Parkway Suite 140 Norcross, GA 30071
Delivery Days	Customizable to order. Contact Contract Administrator.
Discounts	Customizable to order. Contact Contract Administrator.
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

Georgia®
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Item Schedule

Category 1 - Long Run Commercial Printing Services

Category 2 – Short Run Commercial Printing Services

Category 3 – Rapid Copy Services

Ordering Instructions

More Business Solutions webpage: www.morebizz.net

Phone main number: 770-225-0321

Team Georgia Service Leader:
Eleanor Roath - Associate VP
eleanorroath@morebizz.net
Phone: 770-225-5860

Team Georgia Technical Assistance
Seth Caldwell -Technology Manager
sethcaldwell@morebizz.net
Phone: 770-225-5816

To request a quote: Print-Georgia.com or StateSupport@morebizzz.net
Phone: 770-225-5858

To place an order: Print-Georgia.com or StateSupport@morebizzz.net
Phone: 770-225-5858

Renewals/Extensions

Current Term Start Date: 08/1/2023.
Renewal#1 Amendment#1 08/1/2024 - 7/31/2025

DOAS Contact Information

Thomas J. Nickson
Contract Management Specialist
Email: thomas.nickson@doas.ga.gov
Telephone: 404-463-0218

For Team Georgia Marketplace question(s)

Procurement Help Desk
Telephone: (404) 657-6000
Fax: (404) 657-8444
Email: procurementhelp@doas.ga.gov

Note: For product and ordering information see Supplier Information Sheet

DocuSign Envelope ID: 4CF43F66-90D1-4D6E-8615-35C9AE55E1FE

CONTRACT AMENDMENT # 1
RENEWAL # 1
REMAINING RENEWALS # 5

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	MOORE PARTNERS INC
Contract No.:	99999-001-SPD0000211-0002
Solicitation No./Event ID:	SPD0000211
Solicitation Title/Event Name:	Commercial Printing Services
Contract Award Date:	07/17/2023
Current Contract Term:	08/01/2023 – 07/31/2024

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows: The parties hereto now desire to amend the contract to renew for an additional term of twelve months

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	08/01/2024
End Date of New Contract Term:	07/31/2025

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

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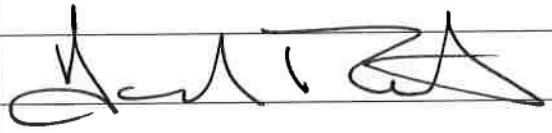
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	**MOORE PARTNERS, INC**
Authorized Signature:	
Printed Name and Title of Person Signing:	**HOWARD ROATH, CFO, COO**
Date:	**MAY 31, 2024**
Company Address:	**5875 PEACHTREE INDUSTRIAL BLVD., STE 260** **PEACHTREE CORNERS, GA 30092**

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	6/20/2024
Company Address:	200 Piedmont Avenue, S.E. Suite 1808, West Tower Atlanta, Georgia 30334-9010

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Quotation

Company Address - Main Location
5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 8/22/2025
Quote Reference: December 2025 Forms
Customer ID: FULT006

Quotation For
Tin Thai
Fulton County Elections
Tin.Thai@fultoncountyga.gov
470-301-9667

Quotation valid until: 9/21/2025
Prepared by: Erica Justice

Comments or Special Instructions
Digital proofs included

Quantity	Description	Unit Price	Taxable?	Amount
1	Ballot Recap MM December 2025 (150 Pages).pdf	$ 77.41	No	$ 77.41
200	Ballot Recap 2025 FC BLANK.pdf	$ 0.4877	No	$ 97.54
1	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION MM December 2025 (150 Pages).pdf	$ 67.02	No	$ 67.02
100	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION 2025 BLANK.pdf	$ 0.5536	No	$ 55.36
1	Poll Pad Recap Sheet FC MM December 2025 (150 Pages).pdf	$ 72.02	No	$ 72.02
200	Poll Pad Recap Sheet FC 2025 BLANK.pdf	$ 0.4013	No	$ 80.26
1	Touchscreen Recap MM December 2025 (150 Pages).pdf	$ 77.41	No	$ 77.41
200	Touchscreen Recap 2025 BLANK.pdf	$ 0.4877	No	$ 97.54
100	SCANNER RECAP 2025 BLANK.pdf	$ 0.6289	No	$ 62.89
100	Voting Equipment Exception Report - VEE REPORT – 20 BLANK.pdf	$ 0.6289	No	$ 62.89
200	Pickup Sunday Checklist_11.2025.TT.pdf	$ 0.4140	No	$ 82.80
1	Delivery	$ 25.00	No	$ 25.00

Contract #: 99999-001-SPD0000211-0002 Commercial Printing Services Contract- Long Run, Short Run, Rapid Copy. Vendor #: 0000358904 Moore Partners Inc. dba More Business Solutions

Due to supply chain issues, paper and material availability can be unpredictable. Prices quoted are subject to change based on material costs at the time of order; you will be notified of any changes before production begins.

All quotes are based on the client providing print-ready artwork. If job specifications change, prices may also change. Please review the quote for accuracy. All postage quotes are estimates and may change upon list processing.

Subtotal	$ 858.14
TOTAL	**$ 858.14**

If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net
770-225-5833

Thank you for your business!

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On-Site Solutions & More

Quotation

Company Address - Main Location
5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 8/22/2025
Quote Reference: November 2025 Forms
Customer ID: FULT006

Quotation For
Tin Thai
Fulton County Elections
Tin.Thai@fultoncountyga.gov
470-301-9667

Quotation valid until: 9/21/2025
Prepared by: Erica Justice

Comments or Special Instructions
Digital proofs included

Quantity	Description	Unit Price	Taxable?	Amount
1	Ballot Recap MM November 2025 (150 Pages).pdf	$ 77.41	No	$ 77.41
300	Ballot Recap 2025 FC BLANK.pdf	$ 0.4395	No	$ 131.85
1	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION MM November 2025 (150 Pages).pdf	$ 67.02	No	$ 67.02
200	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION 2025 BLANK.pdf	$ 0.4013	No	$ 80.26
1	Poll Pad Recap Sheet FC MM November 2025 (150 Pages).pdf	$ 72.02	No	$ 72.02
300	Poll Pad Recap Sheet FC 2025 BLANK.pdf	$ 0.3646	No	$ 109.38
1	Touchscreen Recap MM November 2025 (150 Pages).pdf	$ 77.41	No	$ 77.41
300	Touchscreen Recap 2025 BLANK.pdf	$ 0.4395	No	$ 131.85
100	SCANNER RECAP 2025 BLANK.pdf	$ 0.6289	No	$ 62.89
100	Voting Equipment Exception Report - VEE REPORT – 20 BLANK.pdf	$ 0.6289	No	$ 62.89
200	Pickup Sunday Checklist_11.2025.TT.pdf	$ 0.41	No	$ 82.80
1	Delivery	$ 25.00	No	$ 25.00

Contract #: 99999-001-SPD0000211-0002 Commercial Printing Services Contract- Long Run, Short Run, Rapid Copy. Vendor #: 0000358904 Moore Partners Inc. dba More Business Solutions

Due to supply chain issues, paper and material availability can be unpredictable. Prices quoted are subject to change based on material costs at the time of order; you will be notified of any changes before production begins.

All quotes are based on the client providing print-ready artwork. If job specifications change, prices may also change. Please review the quote for accuracy. All postage quotes are estimates and may change upon list processing.

Subtotal	$ 980.78
TOTAL	**$ 980.78**

If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net
770-225-5833

Thank you for your business!

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Quotation

Company Address - Main Location
5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 8/19/2025
Quote Reference: Election Stickers
Customer ID: FULT006

Quotation For
John Ross
Fulton County Elections
john.ross@fultoncountyga.gov

Quotation valid until: 8/29/2025
Prepared by: Erica Justice

Comments or Special Instructions

4-5 weeks turn around time. Please allow 3-5 days for press proof. Turnaround time begins after press proof approval. Includes final delivery to Fulton County Election Hub.

Quantity	Description	Unit Price	Taxable?	Amount
750,000	2" Circle Stickers: CMYK, White Gloss standard, laminated, rolls of 500	$ 0.0091	No	$ 6,825.00

Contract #: 99999-001-SPD0000211-0002 Commercial Printing Services Contract- Long Run, Short Run, Rapid Copy. Vendor #: 0000358904 Moore Partners Inc. dba More Business Solutions

Due to supply chain issues, paper and material availability can be unpredictable. Prices quoted are subject to change based on material costs at the time of order; you will be notified of any changes before production begins.

All quotes are based on the client providing print-ready artwork. If job specifications change, prices may also change. Please review the quote for accuracy. All postage quotes are estimates and may change upon list processing.

Subtotal	$ 6,825.00
TOTAL	**$ 6,825.00**

If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

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Quotation

Company Address - Main Location
5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 7/31/2025
Quote Reference: November 2025 Election Materials
Customer ID: FULT006-01

Quotation For

Marcia Ridley
Fulton County Elections - Elections Division
marcia.ridley@fultoncountyga.gov
404-612-7020

Quotation valid until: 11/30/2025
Prepared by: Erica Justice

Comments or Special Instructions

Quantity	Description	Unit Price	Taxable?	Amount
1,800	**Poll Worker Manual:** 166 text pages, 24# text, 4/4; Front Cover 4/4, 80# gloss cover; Back Cover 4/0, 80# gloss cover; 12 tabs, black ink, one side; plastic coil finish	$ 13.98	No	$ 25,164.00
1,800	**Training Class Materials:** 162 pages, 4/0, 24# text; Front Cover 4/0, 65# Astrobright Cover; Back Cover no print, 65# Astrobright Cover; 6 tabs, black ink, one side; plastic coil finish	$ 12.24	No	$ 22,032.00
160	**Field Service Technician Training:** 55 pages, 4/4 NO bleed, 24# text, 11 x 8.5 final size (landscape), plastic coil finish with clear acetate front and black back	$ 8.68	No	$ 1,388.80
1,800	**Poll Managers Election Day Quick At A Glance :** 94 pages, 4/4, 24# text; Front Cover 1/0 black, 65# Yellow Cover; Back Cover no print, 65# Yellow Cover; 19 Yellow cardstock dividers, no print; plastic coil finish	$ 7.11	No	$ 12,798.00
1	**Class Document**		No	$ 3,000.00
				$ -

Contract #: 99999-001-SPD0000211-0002 Commercial Printing Services Contract- Long Run, Short Run, Rapid Copy. Vendor #: 0000358904 Moore Partners Inc. dba More Business Solutions

Due to supply chain issues, paper and material availability can be unpredictable. Prices quoted are subject to change based on material costs at the time of order; you will be notified of any changes before production begins.

All quotes are based on the client providing print-ready artwork. If job specifications change, prices may also change. Please review the quote for accuracy. All postage quotes are estimates and may change upon list processing.

Subtotal	**$ 64,382.80**
TOTAL	**$ 64,382.80**

If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net
770-225-5833

Thank you for your business!

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On-Site Solutions & More

Quotation

Company Address - Main Location
5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 7/14/2025
Quote Reference: August 2025 Election Materials
Customer ID: FULT006-01

Quotation For

Marcia Ridley
Fulton County Elections - Elections Division
marcia.ridley@fultoncountyga.gov
404-612-7020

Quotation valid until: 8/13/2025
Prepared by: Erica Justice

Comments or Special Instructions

Quantity	Description	Unit Price	Taxable?	Amount
70	**Poll Worker Manual:** 166 text pages, 24# text, 4/4; Front Cover 4/4, 80# gloss cover; Back Cover 4/0, 80# gloss cover; 12 tabs, black ink, one side; plastic coil finish	$ 24.06	No	$ 1,684.20
70	**Training Class Materials:** 162 pages, 4/0, 24# text; Front Cover 4/0, 65# Astrobright Cover; Back Cover no print, 65# Astrobright Cover; 6 tabs, black ink, one side; plastic coil finish	$ 21.97	No	$ 1,537.90
15	**Field Service Technician Training:** 55 pages, 4/4 NO bleed, 24# text, 11 x 8.5 final size (landscape), plastic coil finish with clear acetate front and black back	$ 10.01	No	$ 150.15
12	**Poll Managers Election Day Quick At A Glance :** 94 pages, 4/4, 24# text; Front Cover 1/0 black, 67# Cover; Back Cover no print, 67# Cover; 19 Yellow cardstock dividers, no print; plastic coil finish	$ 23.12	No	$ 277.44
				$ -

Contract #: 99999-001-SPD0000211-0002 Commercial Printing Services Contract- Long Run, Short Run, Rapid Copy. Vendor #: 0000358904 Moore Partners Inc. dba More Business Solutions

Due to supply chain issues, paper and material availability can be unpredictable. Prices quoted are subject to change based on material costs at the time of order; you will be notified of any changes before production begins.

All quotes are based on the client providing print-ready artwork. If job specifications change, prices may also change. Please review the quote for accuracy. All postage quotes are estimates and may change upon list processing.

Subtotal	$ 3,649.69
TOTAL	**$ 3,649.69**

If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0748 **Meeting Date:** 10/1/2025

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Registration & Elections, SWC# 99999-SPDES40199376IS-02, In-State Car Rental in the amount not to exceed $480,214.68 with Enterprise Leasing of Georgia, LLC (Atlanta, GA) for the rental of box trucks, passenger vehicles and cargo vans, total rental of 126 vehicles for the Public Service Commission General / Municipal General and Runoff Elections. Effective September 9, 2025, through December 31, 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: Department of Registration and Elections recommends approval of statewide contract to provide rental of box trucks, passenger vehicles and cargo vans for the Public Service Commission General / Municipal General and Runoff Elections.

Scope of Work: The statewide contract will provide rental of cargo vans and box trucks to transport voting equipment for delivery and pickup during early voting and election days for above-mentioned scheduled elections.

Community Impact: It may have a negative effect on the community, if transporting voting equipment for delivery and pickup during early voting and election day for above-mentioned scheduled elections are not conducted timely.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval of statewide contract for the rental of cargo vans and box trucks to transport voting equipment for delivery and pickup will ensure the Department to ensure equipment are delivered and picked up in a timely manner.

Community Issues/Concerns: Staff is not aware of any community issue / concerns.

Department Issues/Concerns: Department does not have any issue or concerns regarding the approval of this contract.

Contract Modification: This is a new request

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

Not Applicable

Exhibits Attached:

Exhibit 1: Enterprise SWC# # 99999-SPD-ES40199376IS-02
Exhibit 2: Pricing Sheet

Contact Information:

Nadine Williams, Director, Registration and Elections, 404-612-7120

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$480,214.68
TOTAL:	$480,214.68

Agenda Item No.: 25-0748 **Meeting Date:** 10/1/2025

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2653-1120: General, Registration & Elections, Rent/Lease Equipment -$379,974.68

Funding Line 2:

100-265-2658-1120: General, Registration & Elections, Rent/Lease Equipment $100,240.00

Key Contract Terms	
Start Date: 9/9/2025	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: n/a

Georgia®
Department of Administrative Services

Statewide Contract Information Sheet

Statewide Contract Number	**99999-SPD-ES40199376IS-02**	**NIGP Code**	**97565, 97514**
Name of Contract	**In-State Car Rental**		
Effective Date	**October 7, 2013**	**Expiration Date**	**September 8, 2026**
Contract Table of Contents			
Suppliers Awarded	**2**	**Contract Information:**	**Mandatory**
Contract Information for Supplier			**Page Number**
Enterprise Leasing of Georgia, LLC			2
Additional Contract Information			
General Contract Information			3
Item Listing			4
Ordering Instructions			5-6
Contract Renewals/ Extensions/ Changes			7
DOAS Contact Information			8

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Supplier Information Sheet

Contract Information	
Statewide Contract Number	**99999-SPD-ES40199376IS-02**
PeopleSoft Supplier Number	**0000015036**
Supplier Name & Address	
Enterprise Leasing Company of Georgia, LLC 4151 Ashford Dunwoody Rd. NE Atlanta, GA 30317	
Contract Administrator	
Heather Collins Email: Heather.S.Collins@em.com 4151 Ashford Dunwoody Rd. NE Atlanta, GA 30317 404-886-8668	
Contact Details	
Ordering Information	See Instructions Below
Remitting Information	Enterprise Leasing Company of GA, LLC Attn: Accounts Receivable Atlanta, GA 30305-2617
Delivery Days	N/A
Discounts	None
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

General Contract Information

The contract provides for instate car rental services in Georgia. The rental rate includes liability and collision insurance, vehicle licensing fees, unlimited miles, and free one-way rentals. Pick-up and delivery services are also available. State sales tax for rentals does not apply.

Key Benefits include:

- 50% increase of rental locations as the result of the multiple Supplier award;
- Up to 19% percent savings on certain rental categories;
- Expanded box truck options;
- Agency billing;
- Compatibility with the State Travel Portal, TeamWorks Travel and Expense system.

Ordering Instructions

TeamWorks Travel & Expense

Employees of renting agencies that are part of TeamWorks Travel & Expense system will continue to book their rentals through this system and follow existing approval and reservations procedures.

On-line

Enterprise Reservations can be made on-line by:

- Following the link on the Car Rental Cost Comparison https://ssl.doas.state.ga.us/vehcostcomp/
- Through the Enterprise State portal link: http://www.enterprise.com/car_rental/deeplinkmap.do?bid=028&refId=FOXGALB
    - Your agency should be listed in the drop down box on the Enterprise Car Rental reservation page.
    - Follow the reservation prompts for reserving your vehicle.
- Proceed to pick up your rental on the day of your reservation. You will need your driver's license and state employee identification card to rent a vehicle. If your Agency has been set up for Direct Billing, you will not be required to have payment for your rental.

- By logging on to www.Enterprise.com
- Enter your *Corporate Promotional Discount number (CDP) or Account #.
    - Follow the reservation prompts for reserving your vehicle.
- Proceed to pick up your rental on the day of your reservation. You will need your driver's license and state identification card to rent a vehicle. Note: You must be an authorized user to rent from this contract.

Telephone

Enterprise reservations can be made by calling the local Enterprise

Ordering Instructions (Cont.)

rental office, local office phone numbers can be obtained at www.enterprise.com or by calling 1-800-Rent-a-Car.

Walk-in

Walk-in reservations are welcome.

Changes/Renewals/Extensions

Initial term 2 years, three (3) optional 1-year renewal.

Renewal# 1 has been processed from October 7, 2015 – October 6, 2016

Renewal# 2 has been processed from October 7, 2016- October 6, 2017

Renewal# 3 has been processed from October 7, 2017 – October 6, 2018

Extension# 1 has been processed from October 7, 2018 – September 8, 2019

Extension# 2 has been processed from September 9, 2019 – September 8, 2020

Extension # 3 has been processed from September 9, 2020 – September 8, 2021

Extension # 4 has been processed from September 9, 2021 – September 8, 2022

Extension # 5 has been processed from September 9, 2022 – September 8, 2023

Extension # 6 has been processed from September 9, 2023 – September 8, 2024

Extension # 7 has been processed from September 9, 2024 – September 8, 2025

Extension # 8 has been processed from September 9, 2025 - September 8, 2026

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Department of Administrative Services
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DOAS contact information

Name: Thomas J. Nickson

Contract Management Specialist

Phone: 404-463-0218

email: Thomas.nickson@doas.ga.gov

Procurement Help Desk

Telephone: 404 -657-6000

Email: procurementhelp@doas.ga.gov

REGISTRATION & ELECTIONS
2025 Vehicle Reservation Request
ENTERPRISE SWC# 99999-SPD-ES40199376IS-02

Please note all box trucks must have a lift.

					NOVEMBER	DECEMBER
PERIOD:	**SEPTEMBER TO DECEMBER**				**SEPT - NOV 30**	**DEC 1- 30**
Quantity / Type	Pickup Date	Return Date	Notes	**Number of Units**	**Total**	**Total**
(2) 16ft Trucks	Wed, April 30th	Mon, December 22nd	Dilvery/Pickup	2	$ 28,672.00	$ 7,168.00
(2) 20ft Trucks	Wed, April 30th	Mon, December 22nd	Dilvery/Pickup	2	$ 29,341.76	$ 7,335.44
(12) 26ft Trucks	Wed, April 30th	Mon, December 22nd	Dilvery/Pickup	12	$ 223,104.00	$ 55,776.00
(4)Cargo Vans	Wed, April 30th	Mon, December 22nd	Dilvery/Pickup	4	$ 51,963.52	$ 12,990.88
(2) SUV	Mon, Jan 6th	Mon, December 22nd	VEO Support	2	$ 14,229.12	$ 3,557.28
Election Date:	**November 4, 2025**					
Quantity / Type	Pickup Date	Return Date	Notes			
(7) Mini Vans	Fri,Oct 10th	Wed, Nov 5th	AB/IS Courier Support	7	$ 11,373.04	
(5) Cars	Fri,Oct 10th	Wed, Nov 5th	AV Support	5	$ 5,786.50	
(40) Cars/Mini Vans	Mon, Nov 3rd	Wed, Nov 5th	Election Day Support	40	$ 5,878.80	
Election Date:	**December 2, 2025**					
Quantity / Type	Pickup Date	Return Date	Notes			
(7) Mini Vans	Fri,Nov 7th	Wed, Dec 3rd	AB/IS Courier Support	7		$ 11,373.04
(5) Cars	Fri,Nov 7th	Wed, Dec 3rd	AV Support	5		$ 5,786.50
(40) Cars/Mini Vans	Mon, Dec 1st	Wed, Dec 3rd	Election Day Support	40		$ 5,878.80
			Total	**126**	**$ 370,348.74**	**$ 109,865.94**
						$ 480,214.68

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0749 **Meeting Date:** 10/1/2025

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Registration & Elections, SOS# 47800-SOS0000037, Master Solution Purchase and Services Agreement in the amount of $427,836.60 KNOWINK, LLC (St. Louis, MO) to adhere to Secretary of State mandated mail for 'No General Election' mail notices. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The Secretary of State contracted with KNOWiNK, LLC for printing services, with the option of the Counties to mail the precinct cards or to pay KNOWiNK to mail the precinct cards. The Department opted for KNOWiNK to mail the precinct cards as the total cost is lower than incurring shipping and handling; cost of staff to process postage and delivery to the post office. Copy of these directives from the Secretary of State, Director, Blake Evans is attached

Scope of Work: KNOWiNK, LLC. will provide printing and mailing services based on the following as required by law:

- Daily Precinct Cards - mailed to voters to reflect registration changes.
- Special Precinct Cards - mailed in cases of redistricting, polling location changes, or other special circumstances.
- Confirmation Notice Mailers - mailed when voter correspondence is returned undeliverable or otherwise required by law**.**

Community Impact: These services enable the Department to streamline the process while reducing cost.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: These services enable the Department to streamline the process while reducing cost.

Community Issues/Concerns: The Department is not aware of any community issues or concerns with this request.

Department Issues/Concerns: The Department does not have issues or concerns with this request.

Contract Modification: This is a new request.

Contract & Compliance Information: Not Applicable

Exhibits Attached

Exhibit 1: Master Solution Agreement Secretary of State
Exhibit 2: Secretary of State Directives
Exhibit 3: Pricing

Contact Information

Nadine Williams, Director, Registration and Elections, 404-612-7020

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: $0.00

Previous Adjustments:	$0.00
This Request:	$427,836.60
TOTAL:	$427,836.60

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2655-1456: General, Registration & Elections, Postage - $63,044.18

Funding Line 2:

100-265-2653-1456: General, Registration & Elections, Postage - $337,492.42

Funding Line 3:

100-265-2658-1456: General, Registration & Elections, Postage - $ 27,300.00

Key Contract Terms	
Start Date: Upon approval	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: N/A

MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT

BY AND BETWEEN

DOMINION VOTING SYSTEMS, INC.
as Contractor,

and

SECRETARY OF STATE OF THE STATE OF GEORGIA
as State

Dated as of July 29, 2019

Contract No. [•]

Master Solution Purchase and Services Agreement

THIS MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT (this "**Agreement**") is entered into this ____ day of _____, 2019 (the "**Effective Date**"), by and between the Secretary of State of the State of Georgia, with its principal executive offices at 2 Martin Luther King Jr. Drive, West Tower, Atlanta, Georgia 30334 ("**State**"), and Dominion Voting Systems, Inc., with an office at 1201 18th Street, Suite 210, Denver, Colorado 80202 ("**Contractor**"). All capitalized terms used in this Agreement are defined, or the location of such definitions indexed, in Section 18.

1. BACKGROUND AND SCOPE.

1.1 Background. State desires to acquire, and enable other State Entities to acquire, from Contractor certain Services, Software, Equipment and/or any Licensed Programs or any combination of the foregoing (collectively, the "**Solution**") capable of providing a new Statewide Voting System (a "**SVS**") with a verifiable paper record which is sufficient to support all primaries and general elections, as more fully described in State's request for proposal for the Solution (event number 47800-SOS0000037) released March 15, 2019 and all documents attached thereto or links contained therein (as amended, the "**eRFP**"). Based on Contractor's experience, State has selected Contractor to supply such Solution and, if selected by State, to perform (through itself or one or more Contractor Solution Partners) Services to customize, install, implement and/or maintain a Solution, as further described herein.

1.2 Guaranteed Functionality & Guaranteed Performance. Before the selection of Contractor, State issued the eRFP whereby Contractor was required to make an initial, written response to such eRFP and to engage in meetings and discussions with State regarding the suitability of the Solution and Services for identified needs of the State Entities as set forth in the eRFP. As part of the eRFP process, State required Contractor to perform certain professional services and demonstrations to validate and confirm that the Solution and Services fulfill the needs of the State as described in the eRFP, including the delivery and implementation of a SVS that can be used by all State Entities throughout the State of Georgia for the 2020 Presidential Preference Primary on March 24, 2020 (the "**Presidential Preference Primary**"). Such requirements, together with Contractor's eRFP Response, Contractor's Request for Supplemental Technical Response dated June 24, 2019, shall be considered the "**Mandatory Requirements**" for purposes of this Agreement, which shall be incorporated in writing into this Agreement. Contractor expressly represents that the Solution will meet all Mandatory Requirements, and, when implemented, will accurately function in accordance with those requirements and this Agreement. State selected Contractor and the Solution and enters into this Agreement based on the features, functions and attributes of the Solution described in (a) the Documentation, (b) the Mandatory Requirements as being capable of enabling State and all other State Entities to accurately and securely administer elections throughout the State of Georgia in accordance with Applicable Laws of the State of Georgia (the "**Guaranteed Functionality**"), and (c) Contractor's guarantee that Contractor will have timely and completely implemented the Solution prior to the date of the Presidential Preference Primary (March 24, 2020), including delivery of all Equipment and training on the use of such Equipment in the registration of voters and administration of an election, such that the SVS is in place and the Solution fully operational and available for use by all State Entities in such Primary and in all subsequent primary and general elections throughout the Term (the "**Guaranteed Performance**").

1.3 Solution Partners. Contractor may provide certain of the Services and/or components of the Solution (including certain Third Party Licensed Programs) through one or more Contractor Affiliates, suppliers, resellers, or service providers (each, a "**Contractor Solution Partner**"), provided, each is expressly identified by Contractor to State and State agrees to its inclusion on Exhibit D hereto. As between Contractor and each Contractor Solution Partner on the one hand, and State on the other hand, Contractor shall be the prime contractor to State hereunder and in such capacity shall have full responsibility and liability for the performance of the Solution (including each of its Contractor Solution Partner components) and all Services hereunder (including all Services provided by Contractor Solution Partners). Unless the context otherwise requires, all references to "**Contractor**" throughout this Agreement shall refer to both Contractor and each Contractor Solution Partner. If any Services or any portion or component of the Solution is subject to a warranty claim or otherwise suffers a malfunction or defect and Contractor and a

Contractor Solution Partner dispute the cause of and/or fault for such malfunction or defect, then until such time as Contractor and the Contractor Solution Partner resolve their dispute, Contractor shall, without delay or cost to State continue to provide the Maintenance Services and complete all repairs, replacements or other applicable remedy obligations hereunder as necessary to full remedy the warranty claim.

1.4 Purchasing by State and other State Entities. State may use the Solution and/or Services purchased under this Agreement on its own behalf and for the benefit of all other State Entities, in accordance with the terms and conditions hereof. Contractor acknowledges and agrees that this Agreement is intended to be subject to an intergovernmental agreement between State and the other State Entities, and, therefore, that State or any other State Entity may purchase the Solution and/or any of the Services directly under this Agreement by issuing a valid purchase order and entering into a Solution Order or Services Order, as applicable. Any State Entity directly purchasing a Solution and/or Services under this Agreement (i) shall be solely responsible for payment of the Solution or Services purchased by such State Entity, (ii) shall be entitled to all of the rights and benefits afforded to State under this Agreement, and (iii) may enforce this Agreement in its own name with respect to such Solution and/or Services as if this Agreement, in its entirety, had been executed by Contractor and the applicable State Entity, and (iv) subject to Section 17.6.1, shall only be held responsible by Contractor for the performance of its obligations (including payment obligations) with respect to the specific Solution and/or Services purchased by such State Entity as set forth in the applicable Solution Order or Services Order.

1.5 Non-Exclusive Rights. This Agreement is not exclusive. State and each other State Entity reserve the right to select other contractors to provide the same or other products, licenses and services.

1.6 No Minimums Guaranteed. Except as provided in an executed Solution Order, this Agreement does not guarantee any minimum level of purchases.

2. SOLUTION AND DELIVERABLES.

2.1 Solution Order and Delivery. During the Term, and subject to all of the terms and conditions contained herein, Contractor agrees to deliver to State the Solutions ordered pursuant to a Solution Order, as hereinafter described.

2.1.1 Solution Order. For the ordering of a Solution from Contractor, any State Entity and Contractor will, subject to mutual agreement by both parties, execute a written order (each an "**Solution Order**"). Each Solution Order shall: (a) be substantially in the form of Exhibit B hereto; (b) be consecutively numbered with respect to all prior Solution Orders; and (c) include, where applicable and available at that time, the following information:

(i) the services described in this Agreement, including the Configuration Services, services required to complete Installation Events, Maintenance Services, Training Services and other services provided by Contractor under this Agreement (the "**Services**"), which are being purchased by the applicable State Entity;

(ii) licenses and/or sublicenses to the application software (the "**Application Programs**"), and to the custom programming application software (the "**Special Programs**") required in connection with the Services;

(iii) the software support services to be provided by Contractor for the Application Programs and the Special Programs (collectively, the "**Support Services**");

(iv) the hardware and equipment Deliverables to be provided by Contractor hereunder, including any computer systems, accessories, supplies, parts, related Documentation, and Revisions thereto to be provided by Contractor required for the operation of the Solution (the "**Equipment**") and the licenses and/or sublicenses to the operating software for such Equipment granted by Contractor (the "**Operating Programs**");

(v) the maintenance services for the Equipment (collectively, the "**Maintenance Services**");

(vi) the date by which the Solution must be fully delivered;

(vii) the particular State Site to which such Solution must be delivered; and

(viii) the price applicable to the items set forth on such Solution Order.

The terms "Application Programs," "Special Programs," and "Operating Programs" are collectively referred to as the "**Software**." In the event of a conflict between the terms of this Agreement and the terms of any Solution Order, except with respect to any provision of this Agreement which explicitly states that it may be modified or superseded by an analogous provision in a Solution Order, the terms of this Agreement shall control. The terms and conditions of each Solution Order will apply solely with respect to the Solution purchased under such Solution Order and shall not be deemed to modify this Agreement.

2.1.2 Implied Products and Services. Subject to Section 2.3.2 if any Services, Application Programs, customizations, Operating Programs, Support Services, Maintenance Services which are reasonably required for, and incidental to or inherent in, the proper delivery and use of the Solution or the performance and provision of the Services (regardless of whether they are specifically described in this Agreement), they will be deemed to be implied by and included within the scope of the Solution and Services to be provided by Contractor to the same extent and in the same manner as if specifically described in this Agreement.

2.1.3 Installation Plan. Attached as Attachment 4 to each Solution Order shall be an installation plan, developed by Contractor and approved by State (the "**Installation Plan**") which describes in detail with respect to such Solution Order: (i) each element of the delivery, installation, and training of State Personnel in the operation and use of, the Solution, each in a manner that meets the Mandatory Requirements (each a "**Installation Event**"); (ii) the specific dates set by which each of the Installation Events are to be completed (the "**Installation Deadlines**"); and (iii) the applicable Site Specifications, if any. Installation Plans may be replaced and superseded from time to time upon agreement of the parties in order to reflect mutually agreed changes in the Installation Events or Installation Deadlines by using the change control procedures set forth in Section 5.2. For the avoidance of doubt, State Entities will only be responsible for those fees related to Installation Events that are reflected in the applicable Solution Order.

2.1.4 Delivery. Contractor shall deliver the Solution ordered, including all Equipment and Documentation, to the State Site specified in the Solution Order, by the date(s) specified in the Installation Plan and otherwise in strict compliance with the terms and conditions of this Agreement and Installation Plan. Contractor shall not make any substitutions for the Solution of any other version, model, capacity or manufacturer without the prior written consent of State. Contractor represents and warrants that the Solution shall be new (not remanufactured or refurbished), free of defects, and in good operating condition at all times prior to the expiration of the Warranty Period. Solutions which consist solely of Licensed Programs may also be delivered electronically upon mutual agreement of the parties.

2.1.5 Shipment, Title and Risk of Loss. For each piece of Equipment or other Solution hardware component, Contractor shall pass title and ownership of such Solution component to State upon State's payment in full for such Solution component. Upon State's payment in full for each Solution, Contractor will deliver a bill of sale for each Solution component to State, as applicable. Contractor guarantees that State shall acquire good and clear title to the Equipment and other Solution hardware components being purchased hereunder, free and clear of all liens and encumbrances. Contractor shall arrange for shipment, at Contractor's expense, of Equipment by a mutually acceptable common carrier F.O.B. to the applicable State Site, or other delivery location specified in the Solution Order, at a mutually agreeable time. Risk of loss for such Equipment shall pass to State upon proper delivery at the designated destination. There shall be no additional charge to State for shipping, delivery or insurance beyond the prices set forth in the Solution Order. In the event of damage to any Equipment or hardware during transit or if Contractor or its designee delivers Equipment or hardware that does not pass Acceptance Testing, then Contractor will replace such

Equipment or hardware at Contractor's expense, including covering all shipping costs associated with returning such items to Contractor.

2.1.6 Inspection. In accordance with the Installation Plan and the requirements for the Acceptance Testing Plan, all Equipment shall be inspected as follows: (i) following arrival of the initial deliveries at the central warehouse designated by State and (ii) for the same deliveries, when forwarded to the State Site (or any subsequent delivery made directly to the State Site(s)). Prior payments shall not be considered as waiving any right of testing or inspection of the State Entities under this Agreement. Determination by a State Entity that Equipment or component has passed Acceptance Testing is without prejudice to any other rights or remedies that such State Entity may have with respect to any subsequently uncovered non-compliance, defect, or non-conformity. Any State Entity may return any Equipment or component of the Solution to Contractor that it determines not to have passed Initial Testing or Acceptance Testing for replacement, and such returns shall be at Contractor's expense including as relates to transportation charges. Any return made by a State Entity for failure of the Equipment or any component of the Solution to pass the Acceptance Testing shall not be affected by any determination by State that such Equipment or component passed Initial Acceptance Testing. If Contractor fails to repair or arrange shipment and pickup of such rejected Equipment by a mutually acceptable common carrier (F.O.B. the State Site from which such rejected items will be dispatched) and redeliver appropriate replacement Equipment or components sufficient to cure the defect prompting the rejection and otherwise fully functional in accordance with the requirements of this Agreement, within thirty (30) days of the applicable State Entity's notification of such rejection, the State Entity shall be entitled to, at its option: (a) rescind the applicable Solution Order as to the rejected Equipment; (b) accept the rejected Equipment or component at an equitable price reduction agreed by the parties; or (c) demand specific performance.

2.1.7 Cancellation of Solution Order for Convenience. A State Entity may cancel a Solution Order or any part thereof at any time without charge or cancellation fee. If State cancels any Solution Order, other than pursuant to Section 2.1.6, then the applicable State Entity will bear the cost of shipping any Equipment already delivered pursuant to such Solution Order back to location designated by Contractor (F.O.B. the State Site from which such rejected items will be dispatched). The remedy set forth in this Section 2.1.7 shall be Contractor's sole and exclusive remedy and State's entire liability for claims related to any such cancelled Solution Order. Where a Solution Order is terminated by a State Entity pursuant to this Section 2.1.7, State or the other State Entity, as applicable, shall pay to Contractor for the Equipment actually delivered and used by the applicable State Entity and the Services satisfactorily performed by Contractor, in each instance, prior to the date of such termination. If a State Entity has prepaid Contractor any amounts under a Solution Order terminated pursuant to this Section 2.1.7, Contractor will refund to the applicable State Entity that portion of such prepaid expense which is attributable to month(s) of and after the termination of the applicable Solution Order.

2.2 Documentation. Contractor shall deliver to State in such form as State shall request the number of copies requested by State of Documentation relating to the Solution and any updates thereto at no additional charge to State. State Entities may duplicate the Documentation provided that the State Entities reproduce the copyright that appears on such Documentation being duplicated. In no event will any provision of this Agreement, or any right or benefit of State or the other State Entities provided for under this Agreement, be reduced, limited or otherwise adversely affected (including through any increase in cost, charge or expense, including taxes) as a consequence of the terms of the Documentation.

2.3 Revisions; Upgraded Solution.

2.3.1 If Contractor makes any revision, modification, enhancement, improvement or otherwise updates the Software, any component thereof, or code used therein to include any patches, upgrades, updates, new versions, substitutions, replacements, and other modifications, improvements and enhancements, including through the introduction of new products that have comparable purpose and functionality as the Software used by the State Entities (collectively the "**Revisions**"), such Revisions will be made available to the State Entities, and, if approved by State, provided by Contractor, on a no-charge basis (with a corresponding credit for the amortized cost of the component being replaced by the accepted Revision) and will be deemed to be part of the Solution. Contractor shall keep State informed of any

potential Revisions being considered by Contractor, Revisions which may be necessary to keep the Solution relevant, and any developments in the industry or election practices generally that could adversely affect the Solution or render it obsolete including by: (i) meeting with State quarterly throughout the twenty-four (24) months immediately following the Effective Date and then twice in each of the successive twelve (12) month period remaining during the Term to discuss the same and (ii) providing State with a detailed comparison of the Solution currently in use by the State Entities as of the date of the Proposed Revisions as would exist after any proposed Revisions (the "**Upgraded Solution**"). The Upgraded Solution and the Revisions contained therein shall be subject to State's prior review and approval and State may conduct such testing and evaluations of the same as it determines to be necessary. If State declines to use the Revisions or the Upgraded Solution, Contractor will remain obligated to support the existing version of the Solution during the Term. For the avoidance of doubt, except as otherwise specified in Section 2.3.2, Contractor shall provide all Revisions occurring at any time during the Term at no additional cost to, and without increases to any existing fees payable hereunder by, any State Entity.

2.3.2 If a State Entity requests that Contractor make Revisions to the Software that are major in nature and are required because of a change to Applicable Laws of the State of Georgia governing elections as in effect as of the date of this Agreement (e.g. a change to a ranked-choice voting system) ("**Major Revisions**") such Major Revisions may be accompanied by additional or increased fees as mutually agreed upon by the parties in accordance with the Change Request procedure described in Section 5.4. Notwithstanding the foregoing, Contractor acknowledges and agrees that any Revisions or other changes to the Solution that are required due to changes in federal law, regulation, or standard shall not be accompanied by an increased fee.

2.3.3 Throughout the Term and subject to any restrictions on implementing changes or adding services under this Agreement, Contractor will seek to improve the quality, efficiency and effectiveness of the Solution to keep pace with technological advances and support State's evolving needs as related to election administration. Without limiting the generality of the foregoing, Contractor will: (a) identify and apply 'best practice' techniques and methodologies in performing and delivering the Solution and Services consistent with then-current industry standards and Contractor's normal course of business; (b) train Contractor Personnel in new techniques and technologies used generally within the industry; and (c) maintain the currency of the Contractor's tools, infrastructure, software and other resources. Notwithstanding anything contained herein to the contrary, Contractor shall not, without the prior written consent of State, (i) make any Revision or otherwise add to or alter the Solution or any component part thereof in any way that could remove Guaranteed Functionality or materially degrade Guaranteed Performance (or any portion thereof) or (ii) fail to make any Revisions necessary to ensure the Solution used by the State Entities remains current and at the forefront of voting technology throughout the Term, provided that such Revisions have been certified under the applicable provisions of the election laws and regulations of the State of Georgia, to the extent such certification is required.

2.4 Additional Requirements and Dependencies. Items or services which are included in or required for a Solution but not provided directly by Contractor must be identified as such in the Schedule for the corresponding Solution. Items or services which are required but are not available without further development or engineering must be identified as such in the Schedule for the corresponding Solution. If for any Solution Contractor sells or licenses to State Contractor's own or a Contractor Solution Partner's software, hardware, network communications, or interfaces, including project tools that Contractor regards as proprietary, Contractor will provide State, in addition to descriptions contained in a Schedule, a separate purchase order, contract, or license agreement describing the terms of such transaction. State will not be subject to extraneous royalties or other extended payment terms or usage restrictions of any kind arising from the purchase or license of such items unless shown in such purchase order, contract, or license agreement and unless such purchase order, contract, or license agreement is approved in writing by an authorized representative of State.

2.5 Within industry standards, State reserves the right to select the features, tools, accessories and companion applications to be used with the Solution to the extent reasonably necessary for the administration of elections. Contractor agrees to work with the other contractors who offer such products

and solutions. State reserves the right to approve system configuration, architecture, or functionality that affects the choice or use of the third-party products.

3. LICENSE AND AUTHORIZED USE.

3.1 Grant of License.

3.1.1 Grant of License. Except as provided elsewhere in this Agreement or an applicable Solution Order, Contractor hereby grants to State a non-exclusive, irrevocable (during the Term), and worldwide license for State and other State Entities to use, install, execute, store, and display the object version of all Contractor Licensed Programs in connection with State's use, operation, or support of the Solution and in accordance with all the terms and conditions of this Agreement. In addition, State, the other State Entities, and/or State Contractors, subject to the restrictions and processes set forth herein, shall be permitted, in connection with the use, operation, or support of the Solution, to: (a) use the Contractor Licensed Programs at any State Site; (b) make and use copies of the Contractor Licensed Programs at each State Site; (c) use the Contractor Licensed Programs for to fulfill the Mandatory Requirements including by providing access at all applicable State Sites to the Contractor Licensed Programs, other than by remote connection; and (d) use and/or copy of the Contractor Licensed Programs for the purpose of creating and using training materials relating to the Contractor Licensed Programs for internal purposes, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Contractor Licensed Programs.

3.1.2 License to Source Code Version. The License also includes the right to receive from Contractor and use the source code version of the Contractor Licensed Programs to the extent so provided in Section 3.1.4 and Section 3.2.

3.1.3 Deactivation at State's Request. From time to time, a State Entity may elect to uninstall one or more Contractor Licensed Programs for some period of time. If a State Entity elects to uninstall any Contractor Licensed Program such State Entity shall not be responsible for payment of any further fee applicable to such uninstalled Contractor Licensed Program(s). If a State Entity elects to reinstall any such Contractor Licensed Program(s) (I) the Extended Warranty applicable to such Contractor Licensed Program(s) will recommence as of the date such Contractor Licensed Program(s) is reinstalled and (ii) any such reinstallation by a State Entity will be at no cost to any State Entity other than as provided above.

3.1.4 Rights Upon Contractor Insolvency. All rights and licenses granted under or pursuant to this Agreement by Contractor to State and any State Entities are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (**"Bankruptcy Code"**), licenses to rights to "intellectual property" as defined under the Bankruptcy Code. Contractor acknowledges that if it, as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code, rejects this Agreement, then State or a State Entity may elect to retain its rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. The parties further agree that, in the event of the commencement of any bankruptcy proceeding by or against Contractor under the Bankruptcy Code, State and each State Entity shall be entitled to retain all of such rights under this Agreement. Contractor agrees and acknowledges that enforcement by State or any State Entity of any rights under Section 365(n) of the Bankruptcy Code in connection with this Agreement shall not violate the automatic stay of Section 362 of the Bankruptcy Code and waives any right to object on such basis. Upon rejection of this Agreement by Contractor or the bankruptcy trustee in a bankruptcy case under the Bankruptcy Code and written request of State or a State Entity to Contractor or the bankruptcy trustee pursuant to Section 365(n) of the Bankruptcy Code, Contractor or such bankruptcy trustee shall: (a) provide State or such State Entity the materials that are the subject of the rights and licenses described in this Section 3.1.4 and any Intellectual Property Rights otherwise required to be provided to State or such State Entity under this Agreement, or any agreement supplementary to this Agreement, held by Contractor or such bankruptcy trustee; and (b) not interfere with the rights of State or such State Entity provided in this Agreement or any other agreement supplementary to this Agreement, to the materials that are the subject of the rights and licenses described in this Section 3.1.4, and any Intellectual Property Rights provided under such agreements, including any

right to obtain the materials that are the subject of the rights and licenses described in this Section 3.1.4 and any such Intellectual Property Rights from another party.

3.2 Delivery and Use of Source Code. No later than thirty calendar days from State of Georgia certification, Contractor shall, at its sole expense, (i) place in escrow with NCC Group, Inc., a Virginia corporation (the "**Escrow Agent**"), pursuant to the NCC Group Sourceone Escrow Agreement (Agreement# 46286) by and between Escrow Agent and Contractor dated November 4, 2010 (the "**Escrow Agreement**"), a copy of the Source Code incorporated within the Solution provided to the State Entities under this Agreement and (ii) cause the State to be enrolled as a "Licensee" under the Escrow Agreement. Delivery of such Contractor Licensed Programs under this Agreement will be deemed to include and require delivery of a copy of the Source Code to the Escrow Agent under the Escrow Agreement, together with any updates thereto. State shall be entitled to receive a copy of such Source Code and to use such Source Code to support and maintain the State Entities' authorized use of the Contractor Licensed Programs, upon the occurrence of a "Release Event" set forth in the Escrow Agreement. If Contractor makes any update to any escrowed Contractor Licensed Program, Contractor shall furnish the Escrow Agent with a corrected or revised copy of the Source Code for such Contractor Licensed Program within the timeframe required by Section 1.2 of the Escrow Agreement.

3.3 Third Party Source Code. Contractor shall identify to State in writing prior to the Effective Date and from time to time thereafter as often as required, any source code for Third Party Licensed Programs that Contractor is not authorized to deliver as part of the Source Code hereunder and for all such source code.

4. Services.

4.1 Configuration Services.

4.1.1 State Solution and Functional Requirements. Contractor acknowledges that State has relied, and will rely on, Contractor's experience and expertise in installing, implementing, and servicing the Solution purchased under this Agreement. The Solution will, when installed and implemented, meet State's technology and business requirements including all Functional Requirements. For purposes of this Agreement "**Functional Requirements**" means the technical requirements of State including, where applicable: (a) an identification of all software applications to be run on such Solution (including Licensed Programs provided by Contractor under this Agreement) (collectively, the **"Designated Licensed Programs"**); (b) any performance requirements of the Solution, as applicable (the **"Performance Requirements"**); (c) the anticipated number of users of the Solution and/or Designated Licensed Programs; and (d) details relating to any State systems with which the Solution and Designated Licensed Programs are to interface. Any Functional Requirements described in the Installation Plan, Solution Order, or Services Order shall be incorporated herein.

4.1.2 Contractor System Proposal. If State provides Contractor with Functional Requirements, Contractor shall, at no additional cost to State, analyze such Functional Requirements to determine the minimal amount and type of Solution that Contractor believes State needs to purchase in order to meet the Functional Requirements. Within ten (10) business days of its receipt of the Functional Requirements, Contractor shall deliver to State a written proposal (each a "**Contractor System Proposal**") which shall thereupon become part of the Guaranteed Functionality and be attached to the applicable Solution Order. The Contractor System Proposal shall detail at a minimum (as applicable): (a) the Solution components required to meet the applicable Functional Requirements; (b) the minimal operating system, network, and third-party software necessary to run the Designated Licensed Programs in conformity with the Functional Requirements; and (c) the estimated cost for such Solution determined in accordance with this Agreement. Nothing contained in the Contractor System Proposal shall obligate State to purchase any Solution or portion thereof.

4.1.3 Attachments to Solution. Subject to the other terms of this Section, in the event State provides Contractor with Functional Requirements for a certain Solution (and obtains confirmation of approval thereof as required below), State shall be entitled to install any attachment, feature, or device to, or install any Licensed Programs, on such Solution without affecting Contractor's representations and

warranties hereunder, if within a reasonable period of time not to exceed thirty (30) business days after receipt from State of notice of its intent to do so (such notice to be addressed to the Contractor Relationship Manager and delivered via return receipt mail), Contractor provides written notice to State either confirming compatibility with the Solution of the such items or stating reasonable grounds upon which it concludes such attachment, feature, device, modification, change, enhancement, upgrade, or addition will adversely affect its obligations, including any warranty or representation hereunder. Contractor shall use reasonable efforts to respond to any such request. Any request for such confirmation from State as provided under this Section that is not responded to by Contractor shall be deemed an acceptance by Contractor of the compatibility of such items with the Solution. If after receipt of the Contractor notice advising State of Contractor's conclusion that such attachments, features, or devices will adversely affect its obligations State employs such attachment, feature, device, modification, change, enhancement, upgrade, or addition, Contractor shall not be liable for those representations and warranties that it notified State it reasonably concluded would be adversely affected as identified in the detailed notice.

4.2 Extended Warranty. Contractor shall provide from the Effective Date until December 31, 2021 and thereafter for so long as requested by each State Entity, a "total care solution" for the Solution, which, in addition to basic commitments contained in this Agreement, will include service guarantees sufficient to keep the Solution in good operating order in accordance with the Mandatory Requirements at all times (the "**Extended Warranty**"). The Extended Warranty will include all Maintenance Services, telephone and online support, installation assistance, troubleshooting, "break-and-fix," replacement or repair of Equipment and components. Contractor will, at its own expense, upon receipt of written notice from a State Entity of an Extended Warranty claim make all adjustments and modifications necessary to cure any defect or nonconformity affecting the Solution such that it is fully functional in conformity with the specifications and requirement set forth herein. Contractor shall immediately commence correction of all Extended Warranty claims made pursuant to this Section 4.2. For the avoidance of doubt, the parties acknowledge and agree that no fees, charge, or other costs associated with maintenance, repair, modification, adjustment, replacement, or other remediation of the Solution will be owed by any State Entity in connection with the Extended Warranty. The Extended Warranty shall be "all inclusive." If the parties agree that State or any of its personnel shall perform any services relating to an Extended Warranty claim on behalf of Contractor, State shall receive a credit against the next Milestone Payment to the extent of the services so performed by State. Notwithstanding the administration of any services by a State Entity on behalf of Contractor in connection with the maintenance or support of the Solution, Contractor shall at all times be responsible the integrity and quality of all Services and the Solution. Without limiting the foregoing, the following conditions apply to the Extended Warranty:

4.2.1 State Entity shall bear the shipping costs to return the malfunctioning item of Hardware to Contractor, and Contractor shall bear the costs for ground shipping the repaired or replaced item of hardware to State Entity. Shipping costs are based on ground service rates. If faster shipping service is required, the shipping cost shall be at the State Entity's expense.

4.2.2 Repairs will be conducted and parts replaced at the Contractor repair depot, followed by an inspection.

4.2.3 The following services are among those not covered by this Warranty, but will be made available to the State Entities at Contractor's time and material rates specified on the Fee Schedule:

(a) Replacement of the following consumable items required for operation of the Equipment: batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices and disks;

(b) Replacement of Equipment that has been irreparably damaged by abuse by acts of the State or its employees;

(c) Replacement of Equipment that is lost due to theft;

(d) Repair or replacement of hardware damaged by of accident, disaster, theft, vandalism, neglect, or abuse;

(e) Repair or replacement of hardware Equipment that has modified by any Person other than those expressly authorized in writing by Contractor; and

(f) Repair or replacement of Equipment from which the serial numbers have been removed.

4.3 Training Services. Contractor shall provide training services ("**Training Services**"), for the fees set forth in the Solution Order, on such dates and locations mutually agreed upon, and shall make available any additional training requested by State which will be for the fees set forth in an additional Services Order Attachment (defined below). In addition and at no cost to State, upon request by State, Contractor shall (a) prior to the date of the Presidential Preference Primary provide (March 24, 2020) up to ten (10) business days (consecutive but for intervening weekend) of training to up to four (4) State designated personnel covering basic level 1 support issues relating to the maintenance of such initial Solution, and (b) up to three (3) business days (consecutive) of training for to up to four (4) State designated personnel on similar issues during each subsequent period. All such training shall occur at the Contractor designated Contractor location within Georgia, and State shall be responsible for all travel, living and other out-of-pocket expenses incurred by such State designated personnel to attend such training. State shall have the right, at its expense, to copy and distribute any and all training materials within State and its other State Entities, and to distribute such materials to train its personnel in the use of the Solution without additional charge by Contractor, provided all proprietary notices of Contractor are duplicated and no modifications to such materials are made without Contractor's prior written consent. Contractor represents that the Training Services described in the Training Plan attached to the Solution Order as Attachment 6 are designed to enable State personnel to productively use and operate the Solution. All Training Services shall be conducted by qualified instructors.

4.4 Other Services. In the event State wishes Contractor to provide software development or software customization, and/or consulting services, such Services shall be provided pursuant to written Services Orders detailing the Services to be performed. Each such Services Order shall have attached to and incorporated into it all delivery, Milestone Schedules, Specifications, Performance Levels (or other Service Level Agreements), disaster recovery plans or other mutually agreed project requirements or documents related to the Services to be provided (each a "**Services Order Attachment**"). All Services Orders and Services Order Attachments shall be mutually agreed by the parties and executed by their authorized representatives but shall take substantially the form contained in Exhibit C to this Agreement. All Services Orders require a validly issued State purchase order. Notwithstanding anything contained in this Agreement to the contrary, all Services ordered by a State Entity, and provided by Contractor, pursuant to a Services Order shall be included with the annual License Fee set forth on the Fee Schedule payable by the State Entities, except where such Services are required because of a Major Revision, in which case additional fees may be agreed upon by State and the Contractor in accordance with Section 2.3.2.

5. CHANGE CONTROL.

5.1 No Deviation. Contractor shall not deviate from the terms and conditions of a Solution Order or Services Order by substitution, deletion, or additions to the Solution, Services or other Deliverables without prior written approval or consent to waiver signed by a duly authorized representative of State or the applicable State Entity. Either party may request or recommend changes by following the change control procedures set forth in this Section 5.

5.2 Change Order. Either party may request or recommend changes to the Solution, Services or the scope or nature of Deliverables being developed, by having its Project Manager provide the other party with a written request or recommendation for changes in writing, signed by such requesting party (each a "**Change Request**"). The party receiving the Change Request shall provide a written response to the Change Request, signed by such receiving party, on the same form (a "**Change Response**") in the manner specified below. Each Change Request and associated Change Response (if any) expressly accepted by the non-requesting party as evidenced by its signature on the applicable Change Control Form shall be deemed a "**Change Order**," unless the non-requesting party has proposed changes to the original Change Request from the requesting party that require the non-requesting party's acceptance by execution of the revised Change Request, which, upon execution by the initially requesting party without change, shall be

deemed a "Change Order." Change Requests, Change Responses and all resulting Change Orders shall be in the form attached to this Agreement as Exhibit E (the "**Change Control Form**"). Any Change Request that is not responded to by the receiving party shall be deemed rejected. Any Change Request not responded to by the non-requesting party as provided below shall be deemed rejected.

5.3 Contractor Requested Change. If the Change Request is submitted by Contractor to State, the Change Request shall, to the extent known at the time of the request, indicate schedule changes and any other items Contractor believes the Change Request is likely to impact (each an "**Impact Analysis**"). If a complete and final Impact Analysis cannot be specified, or if aspects of the Impact Analysis cannot be determined at the time of the request, Contractor shall so indicate on the applicable Change Control Form, including a detailed explanation of the basis of such inability of Contractor to so determine. State shall indicate its acceptance or rejection of the Change Request and/or provide a counter-proposal to the Impact Analysis stated thereon via a Change Response. In no event shall any Contractor-submitted Change Request include any additional charges or purport to increase any of the fees set forth on the Fee Schedule payable by a State Entity hereunder. A Contractor submitted Change Request shall not become a Change Order unless such Change Request (and its related Impact Analysis) are expressly accepted by State as evidenced by its signature on the applicable Change Control Form.

5.4 State Requested Change. If the Change Request is submitted by State to Contractor, then Contractor shall provide an initial response to the Change Request within three (3) business days of the receipt of the Change Request or such other time specified by State that is reasonable and appropriate to the scope of such requested change. Contractor shall provide in its initial Change Response a detailed Impact Analysis, or a date by which such detailed Impact Analysis will be provided in a later Change Response. If a complete and final Impact Analysis cannot be specified, or if aspects of the Impact Analysis cannot be determined, at the time of the Change Response, Contractor shall so indicate in its Change Response, including a detailed explanation of the basis of such inability of Contractor to so determine. In no event shall any State-submitted Change Response become a Change Order unless such Change Response (and its related Impact Analysis) are expressly accepted by Contractor as evidenced by its signature on the applicable Change Control Form.

5.5 Limits on Discretion. Notwithstanding any contrary term in this Section, Contractor may not decline to accept any Change Request that: (a) State reasonably believes would reduce the cost of performance, provided that an equitable adjustment in compensation is made for the reasonable out-of-pocket costs of any performance or preparation already undertaken for the original, pre-change Solution, Services, or other Deliverables; or (b) increases Contractor's internal cost or magnitude of required performance, provided that the requested changes are reasonable in scope and the parties agree upon a commensurate increase in compensation to the extent otherwise permitted by this Agreement.

5.6 Status of Change Orders. Each Change Order shall become a part of the Solution Order or Services Order to which it relates as if initially entered into as part of that Services Order, and, together with such Solution Order or Services Order, shall be governed by this Agreement. The parties may mutually agree to supersede, modify, or amend these change control procedures in writing under a Solution Order or Services Order, provided they make express reference to this Section or portion thereof being superseded, modified or amended. If there are conflicts between (or ambiguities within) any Solution Order or Services Order and a subsequent Change Order proposing the delivery of specific Solution, Services, or other Deliverables, the Change Order shall control. If there are conflicts between Change Orders, the most recent Change Order shall control.

6. PERSONNEL.

6.1 Relationship Manager. Contractor shall appoint a qualified member of its staff to act as a dedicated manager of Contractor's relationship with State (the "**Contractor Relationship Manager**"), whose duties shall be to act as primary liaison between Contractor and State for all matters relating to Contractor's performance, and the performance of all Contractor Solution Partners, under this Agreement, who shall have sufficient authority to grant or communicate the granting of all necessary approvals and who shall: (a) have overall managerial responsibility for the responsibilities of Contractor and all Contractor Solution

Partners under this Agreement; (b) have direct access to the key decision makers of Contractor and all Contractor Solution Partners; and (c) be able to call upon the experience, expertise and resources of Contractor and each Contractor Solution Partner as needed to properly, efficiently and timely perform their duties under this Agreement. The Contractor Relationship Manager shall be a resource in addition to any Project Manager or project management established under any Solution Order or Services Order. State may, at its option, designate one or more individuals who shall use reasonable efforts to facilitate Contractor in carrying out an efficient delivery of Services (**"State Relationship Managers"**). Both parties shall notify the other party of a change in the identity of their respective Relationship Managers.

6.2 Contractor Personnel. The individuals who perform Services, whether employees or independent contractors of Contractor (or of a Contractor Solution Partner) are hereinafter referred to as **"Contractor Personnel"** and at all times meet the requirements set forth below. If Services are to be performed outside of the United States all Contractor Personnel shall meet these requirements to the maximum extent applicable, and shall further meet, to the maximum extent applicable, equivalent requirements under local law. The Contractor Personnel assignment requirements are as follows:

(a) Unless specifically agreed otherwise by State in each instance, Contractor shall only assign as Contractor Personnel employees of Contractor and those limited non-employees of Contractor who qualify as "independent contractors" or "temp employees" by meeting the following respective criteria: (i) they are consultants who provide services to Contractor or its entities in the ordinary course of business under independent contractor relationships of a type commonly referred to in the United States as "1099" relationships, or (ii) they are individuals who provide services to Contractor or its entities on a leased employee or so-called staffed- or temp-employee basis pursuant to contracts between Contractor and the third-party staff augmentation companies or staffing companies, and (iii) they are, in all cases, subject, in their individual capacities. to written duties of confidentiality and obligations to protect State's Intellectual Property Rights that are at least as protective of State as those contained in this Agreement;

(b) Prior to assigning any individual to perform the Services in the United States (which may have been completed at the time of hire), Contractor shall perform a background check, such check shall include the (i) United States Department of Motor Vehicles; (ii) credit check; (iii) national criminal check; (iv) government excluded parties list; (v) the United States Department of Health excluded parties list; (vi) (vi) a determination that the individual's employment complies with relevant immigration law; and (vii) Contractor shall obtain finger prints for all Contractor Personnel reasonably expected to have access to Confidential Information of any State Entity in connection with such individuals performance of Services hereunder. All information obtained by Contractor pursuant to this Section shall remain in Contractor's possession and Contractor shall not be obligated to disclose such information to State; and

(c) Contractor shall not assign any person to perform Services who (i) refuses to submit to such checks; (ii) has in the last seven (7) years been convicted of a financial-related crime or a felony (excluding motor vehicle-related offenses); (iii) does not meet the requirements under immigration law to be employed. Contractor shall not be responsible for information not disclosed pursuant to the foregoing background check requirements.

6.3 State Review and Acceptance. If any Contractor Personnel performing Services is found to be unacceptable to State for cause, including demonstration that he or she is not qualified to perform the Services assigned, State shall notify Contractor of such fact and Contractor shall immediately remove said Contractor Personnel and, if requested by State, provide a qualified replacement. If any Contractor Personnel is found to be unacceptable to State for any other reason, State shall notify Contractor of such fact in writing, and Contractor shall promptly take reasonable and appropriate action.

6.4 Project Managers. Contractor shall designate a project manager (**"Project Manager"**) who shall be principally responsible for owning and ensuring timely delivery of the Solution or provision of the Services, as applicable.

6.5 Continuity. If Contractor reassigns any Contractor Personnel, Contractor shall promptly provide a qualified replacement acceptable to State, and State shall not be charged for any training or transition time

for such replacement. Without limiting the generality of the foregoing, because the progress of a project specified in a Solution Order or Services Order may be dependent on such continuity, certain individual Contractor Personnel may be identified in a Solution Order or Services Order as key personnel ("**Key Personnel**"). Except as directed by State under Section 6.3 or for the reasons provided in this Section 6.5, Contractor shall not remove or reassign any Key Personnel at any time for any reason during the term of such individual's obligations of performance of Services under the applicable Solution Order or Services Order without State's prior written consent, such consent not to be unreasonably withheld. Contractor shall have the right to re-assign any Key Personnel in case of: (a) death, (b) disability, (c) bona fide termination of employment, (d) changes in Applicable Law, (e) changes in immigration status not caused by the negligence of Contractor or the applicable individual and which could not have otherwise been reasonably foreseen, or (f) upon the occurrence of events having a significant personal impact on the affected Key Personnel (such as death of next of kin). Any re-assignment shall be so permitted only to the limited extent and for such limited duration as required to reasonably accommodate the circumstances of the adversely affected Contractor Personnel.

6.6 Resource Prioritization. If there is any conflict in the resource demands between State and the other State Entities (or among the other State Entities), Contractor shall escalate such conflict to the Contractor Relationship Manager and State Relationship Manager immediately upon becoming aware of its existence, and the respective Relationship Managers shall work with the applicable Project Managers to determine appropriate prioritization and allocation of Contractor Personnel.

6.7 Subcontractors; Ineligible Status. The unique abilities, knowledge, and skills of Contractor and Contractor Personnel constitute a material inducement for State entering into this Agreement. Contractor agrees that it shall not employ any agent or subcontractor in connection with the performance of any Services without the prior written consent of State, which consent may not be unreasonably withheld. If State does consent, Contractor shall provide State with written evidence (acceptable to State) of said agent's or subcontractor's compliance with the confidentiality and intellectual property provisions of this Agreement prior to the disclosure of any State Confidential Information to, or the performance by, any such agent or subcontractor in connection with or pursuant to this Agreement. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify State if Contractor is debarred by State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. Contractor's use of any subcontractors does not relieve Contractor of its representations, warranties or obligations under this Agreement. Without limiting the foregoing, Contractor will: (i) be responsible and liable for the acts and omissions of each of its subcontractors (including Contractor Personnel and Contractor Solution Partners) to the same extent as if such acts or omissions were by Contractor or its employees; and (ii) be responsible for all fees and expenses payable to, by or on behalf of each subcontractor in connection with this Agreement, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

6.8 Site Visits. Upon the giving of at least five (5) business days' notice to Contractor, State Entity personnel shall have the right to visit the offices of Contractor and/or the Contractor Solution Partners in order to observe the performance of any Services at the sole cost of the applicable State Entity. The State Entities shall cooperate with Contractor to ensure that such site visits do not unreasonably interfere with Contractor's normal business operations.

6.9 Timely and Quality Performance. The Contractor Personnel shall perform the Services with promptness and diligence, and in all events by the times specified therefor in the applicable Solution Order or Services Order, if any. At all times during the Term Contractor shall retain sufficient number of Contractor Personnel, with the required skills, to meet the ongoing needs of State and ensure that Contractor achieves the timely implementation of the Solution, including the Guaranteed Functionality and Guaranteed Performance. Contractor shall be responsible for the management of all Contractor Personnel in the performance of Services, the integrity and quality of all Services and Deliverables, and the required periodic reporting of the status of all Services and Deliverables to State. In response to any feedback or

performance assessment provided by State to Contractor Personnel, Contractor shall provide State written acknowledgement within three (3) business days of receipt of the assessment and a comprehensive response including a formal mitigation action plan within ten (10) business days of receipt of the assessment addressing each of the identified areas requiring Contractor improvement.

7. COMPLIANCE.

7.1 State Policies and Directives. Contractor shall ensure that all Contractor Personnel, while at a State Site, will abide by all reasonable policies and directives issued by State, including those relating to its Code of Business Conduct, all on-site rules of behavior, work schedules, security procedures, and other standards and procedures as may be established by State from time to time, provided such policies or directives are published (or otherwise made know) to Contractor prior to such visit and are limited to administrative and security-based issues. Accordingly, Contractor hereby agrees that prior to sending any Contractor Personnel to work at any State facility, Contractor will provide such Contractor Personnel with a copy of all written State policies and procedures provided by State to Contractor and will have Contractor Personnel review and acknowledge same. In addition, Contractor will cause all Contractor Personnel to comply, when at a State Site, with such standard safety policies applicable to such site and such additional policies as State may, from time to time, communicate to Contractor or Contractor Personnel.

7.2 Cyber Security Audits and Reporting.

7.2.1 Contractor has an established information security program containing appropriate administrative, technical and physical measures to prevent data (including Regulated Information (as defined in Section 11.5 below) that Contractor may have access to or be processed by the Solution) against accidental, unauthorized, or unlawful loss, destruction, alteration, disclosure or access consistent with applicable laws. Contractor, on at least an annual basis, shall, at Contractor's expense, participate in a risk assessment relating to Contractor's controls that ensure data security and reduce cybersecurity threats from being realized conducted by an independent third-party agreed upon by State. During the Term Contractor will promptly provide to State a summary of each such assessment that is performed by or on behalf of Contractor, which summary may be redacted to exclude information unrelated to the Solution or Services provided under this Agreement. More specifically, Contractor or its auditor will provide to State at least one (1) hard copy and one (1) electronic copy of the summary from each such assessment at no charge. Contractor, at its own expense, will undertake such actions, and implement such changes, as reasonably necessary to remedy any material deficiencies, concerns or recommendations identified through any audits, examinations, or tests described in this Section 7.2.1 and ensure Contractor's continued compliance with Contractor's obligations as relate data security under this Agreement.

7.2.2 Contractor further agrees that it shall:

(a) Provide the State Entity with the name and contact information for the Contractor's primary information security contact.

(b) Notify the State Entity's primary security contact of an actual or security breach or the suspicion of the occurrence of a security breach (hereinafter a "**Breach Incident**") as soon as practical but no later than forty-eight hours after Contractor becomes aware of a Breach Incident by contacting the primary business and security contact at the State Entity by both telephone and email as agreed upon.

(c) Upon the State Entity's written request and no less than 10 business days following such written request, Contractor shall permit State Entity's information security office to conduct or oversee an audit of the Contractors facilities and/or practices to confirm compliance with this Agreement as well as any applicable laws. Contractor is not required to permit the State Entity to conduct or oversee more than one audit per calendar year unless the process, technology, or services change prior to the next audit or there has been a Breach Incident. All costs associated with such audits shall be the responsibility of the State Entity.

(d) At any time during the term of this Agreement at the State Entity's written request, or upon termination of the expiration of this Agreement for any reason, Contractor shall instruct all authorized persons to promptly and securely return or destroy any and all State Entity data, whether in written, electronic, or other form of media.

7.3 Applicable Law – Contractor. Contractor shall obey and abide by all Applicable Laws, regulations, ordinances and other rules of the United States of America, and any other jurisdiction where Services are, or may likely be, performed in connection with this Agreement (including respective states, territories or subdivisions thereof or any other duly constituted public authority in any such jurisdiction). Without limiting the generality of the foregoing:

7.3.1 Contractor will ensure that no labor will be used in the performance of this Agreement that violates the child labor laws of any country in which State or any State Entity is located or any country in which Contractor is located or performs Services hereunder. If State believes that Contractor is using such labor, then State may immediately terminate this Agreement in which event State shall have no liability whatsoever to pay compensation to Contractor, including for Services already performed.

7.3.2 Contractor represents and warrants that: (i) Contractor, Contractor Affiliates, and any and all of their respective parents, subsidiaries, officers, directors, employees (including all Contractor Personnel), and all of their agents and business partners (collectively, "**Contractor Parties**") are in compliance with, in good standing under, and have not violated, any United States laws or the laws of any other country or countries relating to the transfer of technology, including the Export Administration Regulations, the International Traffic in Arms Regulations and the regulations administered by the Office of Foreign Assets Control of the United States Department of the Treasury or other similar laws or any foreign country (collectively, the "**Transfer Control Laws**"); (ii) Contractor Parties are not, and never have been, named as a "debarred" party, "denied person or entity", "embargoed entity" or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (iii) Contractor will immediately notify State in the event that any of the Contractor Parties are named as a "debarred" party, "denied person or entity," or "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (iv) Contractor Parties will comply with all applicable Transfer Control Laws.

7.3.3 Contractor acknowledges and understands that improper use of material non-public information may be a violation of the law, including the laws concerning insider trading, and may subject it and its employees to prosecution, civil liability, fines and criminal penalties, and, where applicable, may also be grounds for termination of this Agreement.

7.3.4 The Contractor Parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

7.3.5 Certain equipment, software, and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including: (i) local license or permit requirements, (ii) export, import, and customs laws and regulations, which may apply to certain equipment, software, and technical data provided hereunder; and (iii) all applicable foreign corrupt practices acts.

7.3.6 The Contractor Parties shall comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement. The Contractor Parties shall also comply with all policies and standards of the State Entities in effect during the performance of this Agreement, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Agreement.

7.3.7 Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain, all approvals, permissions, permits, licenses, and other documentation required to comply with all Applicable Laws, rules, or regulations. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the State Entity as a material breach of this Agreement by the Contractor.

7.3.8 Contractor hereby certifies as follows:

(a) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

(b) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq. throughout the duration of this Agreement.

(c) Contractor will secure from any subcontractor hired to work on any job assigned under this Agreement the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

7.3.9 Contractor may be suspended, terminated, or debarred if it is determined that any of Contractor's certifications in Section 7.3.8 is false or Contractor has violated any such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

7.4 Permits and Licenses. Contractor acknowledges and agrees that it is solely responsible for procuring and maintaining all necessary permits and licenses required in connection with Contractor's performance, and the performance of all Contractor Solution Partners, under this Agreement, including obtaining all necessary shipping and/or delivery permits and processing and procuring all necessary visas and passport documents for all Contractor Personnel in advance of their assignment in connection with Services. Contractor will obtain, at Contractor's sole cost and expense, all such permits, licenses and visas in a timely manner to avoid any unnecessary delay.

8. PERFORMANCE STANDARDS, MONITORING AND MEASUREMENT.

8.1 Performance Levels. Contractor shall provide the Solution and perform the Services with promptness and diligence, and in all events by the times specified therefor in the applicable project documentation, Solutions Order, or Services Order as applicable. Contractor shall be responsible for the management of all Contractor Personnel in the performance of Services, the integrity and quality of all Services and all applications and Deliverables, and the required periodic reporting of the status of all Services and such applications and Deliverables to State. In fulfilling its obligations under this Agreement, Contractor shall perform, and shall cause each Contractor Solution Partner to perform, all Services and all Deliverables to perform, in accordance with the response, resolution, and other support standards and timelines and such other systems availability and processing requirements as are set forth in the applicable Services Order (the "**Performance Levels**"). If State management, including the State Relationship Manager or Project Manager, provides feedback or performance assessments that identify areas requiring Contractor improvements, Contractor shall provide State written acknowledgement within three (3) business days of receipt of the assessment and a comprehensive response, including a formal mitigation action plan, within ten (10) business days of receipt of the assessment addressing each of the identified areas requiring Contractor improvement.

8.2 Non-Conformance.

8.2.1 Generally. If Contractor or any Contractor Solution Partner fails to meet any Performance Level or fails to perform its other obligations hereunder, Contractor shall immediately: (a) investigate and report to State on the causes of the failure; (b) prepare an action plan for State's approval to correct the failure; (c) advise State, as and to the extent requested by State, of the status of remedial efforts being undertaken with respect to such failure; (d) correct the failure and begin meeting the Performance Levels; and (e) take appropriate preventive measures so that the failure does not recur. In addition, failures to meet a Performance Level shall entitle State to receive liquidated damages and/or credits (as applicable) from Contractor, as provided in the applicable Services Order.

8.2.2 Reserved.

8.3 Measurement Tools. Contractor shall utilize, and shall cause the Contractor Solution Partners to utilize, the necessary measurement and monitoring tools and procedures required to measure and report its performance against all Performance Levels. Such measurement and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the Performance Levels. Contractor shall provide State with information and access to such tools and procedures, upon request, for purposes of verification. State also shall monitor and measure certain Performance Levels, and any discrepancy between Contractor and State measurements of the Performance Levels shall be resolved by reference to State's measurement and monitoring tools and procedures.

8.4 Proactive Monitoring. Contractor acknowledges and agrees that the performance of Services in accordance with this Agreement is critical to State's business and that State requires metrics to monitor such performance. Accordingly, at no cost to State, Contractor shall, and, if requested by State shall cause each Contractor Solution Partner to: (a) provide to State, on a quarterly basis, data (or metrics) regarding its progress in improving the quality and productivity of Contractor Personnel providing services pursuant to or in connection with this Agreement, including data on the number of Contractor Personnel, average experience, and turnover (on a project basis); (b) provide to State, on a quarterly basis, data on each project covering such matters as productivity, quality and timeliness, new development productivity measures (function points per person/day, error rates per function point, etc.) and maintenance project measures (requests serviced weekly etc.); and (c) provide to State a log reflecting State open issues that is to be updated on a monthly basis. In addition to the periodic delivery described above, Contractor agrees to provide State with the foregoing information within fifteen (15) days of a request made by State for the same.

8.5 Coding Standards. If Contractor or a Contractor Solution Partner will be performing development, programming or other coding services under a Services Order and the Deliverables thereunder will be owned exclusively by State (pursuant to Section 12 below), Contractor or the applicable Contractor Solution Partner shall, with respect to such Services Order, be responsible for such specific coding and naming standards and conventions as may be provided by State in connection with certain of its and/or its third-party licensors' requirements, as well as such quality performance and productivity provisions and documentation requirements, if any, set forth in the applicable Services Order. Contractor shall, in addition, be responsible for imposing the applicable quality assurance requirements on Contractor Personnel. State shall have the right to conduct quality audits and to perform or witness inspections or tests of the Deliverables furnished hereunder at Contractor's facility, at sole cost of State, at any time during development and prior to delivery. Notwithstanding anything contained in this Agreement to the contrary, State for itself, and on behalf of the other State Entities, acknowledges and agrees that the Solution shall not constitute "works made for hire", and shall remain the exclusive property of Contractor.

8.6 Quality Assurance. State may, at its option, employ consultants, including quality assurance consultants, for periodic review of any work or project, including evaluation of Change Orders and monitoring of compliance with Service Level Agreements and Performance Levels. References to State in this Agreement shall include such consultant to the extent State so indicates for that purpose. If so requested by State, State shall have the right to receive and review quality assurance reports produced by Contractor. Contractor shall accommodate reasonable State requests to expand or modify Contractor's quality assurance procedures for Projects in progress.

8.7 Material Defects. Contractor shall give State prompt notice if Contractor becomes aware of a material defect in any Deliverables or the performance of any Services or any issue that may affect Contractor's ability to implement the Solution, including all Guaranteed Functionality and Guaranteed Performance, in accordance with the timeline required by this Agreement.

9. DELIVERY AND ACCEPTANCE.

Each delivery and implementation of the Solution and Services or any additional applications at a State Site shall be subject to acceptance by State in accordance with acceptance testing procedures, as provided in the Solutions Order. An "**Acceptance Testing Plan**" for the Solution and Services shall be prepared by Contractor and submitted to State prior to execution of this Agreement, which agreement, as approved by State shall be incorporated into this Agreement. The Acceptance Testing Plan shall be based on full implementation of the Solution and Services and shall include testing procedures sufficient to demonstrate that (a) all functionality has been provided and performs in the applicable State Entity's environment, in all material respects, in accordance with the Guaranteed Functionality; (b) the applications and deliverables meet the warranty requirements specified in this Agreement and the applicable Solution Order; (c) the applications and Deliverables will perform at acceptable levels required to support State's implementation of the SVS and the operation of general and primary elections using such SVS; and (d) the applications and Deliverables will successfully complete an "election voting and processing" simulation. Testing procedures will include testing before, at, and after "go-live" as appropriate before the Solution "goes-live", but the testing will continue after "go-live" as appropriate to verify that the applications and services meet applicable requirements in a full production mode. State representatives will have the right to be present during the Acceptance Test and review all test results. When the applications and Deliverables meet the requirements of the Acceptance Test, State will provide a written sign-off that Acceptance has occurred. If the applications and Deliverables fail to meet all material requirements of the Acceptance Test, Contractor will, at its sole expense, correct the deficiencies and the Acceptance Test will then be repeated. Acceptance will not relieve Contractor of responsibility for its warranties, support and maintenance obligations, or achieving the Performance Levels.

10. CHARGES, PAYMENT, AND TAXES.

10.1 Payments. As further provided in Contractor's fee proposal delivered by Contractor, accepted by State prior to execution of this Agreement, and attached hereto as Exhibit G (the "**Fee Schedule**"), and subject to the other terms and conditions of this Agreement, in consideration of Contractor's agreement to provide the Solution to State, deliver necessary documentation, train State Personnel, and render related services in accordance with this Agreement, Contractor shall be entitled to be paid as follows (each a "**Milestone Payment**" unless otherwise noted):

10.1.1 $44,967,752.40 on the Effective Date, inclusive of initial implementation/training and initial Equipment costs.

10.1.2 $1,500,000.00 for training and implementation upon Certification of the November 2019 Election.

10.1.3 $4,386,020.40 for remaining costs for training and implementation upon Certification of the March 2020 Presidential Preference Primary Election.

10.1.4 $1,500,000.00 for final training and implementation and hold back upon Certification of the November 2020 Election.

10.1.5 $834,673.35 upon Final Acceptance of election management system hardware and software to the State.

10.1.6 $816,768.00 upon Final Acceptance of ImageCast Precinct scanners (without ballot box) and ImageCast Central scanners hardware and software for absentee/mail ballot voting.

10.1.7 The following items will be invoiced on a monthly basis upon unit Final Acceptance by the State:

(a) Electronic Pollbook hardware and software at a $708.93/unit for a total cost of $5,671,440.00.

(b) ImageCast Precinct scanners hardware and software at $2,330.36/unit for a total cost of $8,156,260.00.

(c) ImageCast X BMD hardware and software at the remaining unit cost* of $753.53 for a total cost of $22,102,676.50.

* Remaining Cost reflects an overall reduction resulting from the initial milestone payment equaling $44,967,752.40 for initial implementation and ImageCast X BMD costs.

10.1.8 Equipment Charges. The price for the Equipment ordered by a State Entity, as contemplated by the Fee Schedule, shall be set out in each applicable Solution Order (the "**Equipment Charges**"). Contractor shall deliver an invoice for the relevant Equipment Charges to the applicable State Entity in accordance with the following: (a) fifty percent (50%) of the Equipment Charges following State's completion of initial Acceptance Testing and (b) the remaining fifty percent (50%) of the Equipment charged upon the applicable State Entity's confirmation that testing of the same has been satisfactorily completed at the State Site at which such Solution is to be implemented and administered as designated by the applicable State Entity. Notwithstanding anything contained herein to the contrary the parties acknowledge and agree (i) that purchases of new models of Equipment released by Contractor shall be made available to the State Entities at the same price as the Equipment purchased as part of the Solution Order dated as of even date herewith, provided, if the State Entities shall not be obligated to upgrade to such new models and if any State Entities do not elect to purchase such new models, Contractor shall continue to support the version of the Equipment then in use by the State Entities, including ensuring that such Equipment is supported by the Software.

10.1.9 T&M Rates. Except as otherwise set forth in the Fee Schedule, this Agreement does not contemplate, and Contractor shall not be entitled to, payment for any of its work, overhead, or expenses on a time and materials basis.

10.2 Events Affecting Critical Milestones - Liquidated Damages. By entering into this Agreement, Contractor acknowledges and agrees that in the event that State determines in good faith that Contractor has not meet a Critical Milestone by the applicable Milestone Deadline, the State will suffer actual damages that will be impractical or extremely difficult to determine and the State shall be entitled to recover agreed upon liquidated damages in an amount equal to $1,000 for each calendar day after the applicable Milestone Deadline until the Critical Milestone in question has been satisfactorily completed by Contractor. Contractor further acknowledges and agrees that the amounts to which State may become entitled under this Section 10.1 are not penalties but a fair and reasonable estimate of the anticipated harm that may be caused to the State Entities by delays that result in Contractor failing to meet the Milestone Deadlines for Critical Milestones provided that such liquidated damages be deemed to be constitute State's sole remedy, exclusive or otherwise, for any damages caused by such a failure and shall be in addition to any other monetary and non-monetary remedies available to State under this Agreement, at law or in equity. Notwithstanding anything contained in this Agreement to the contrary, in the event that the State becomes entitled to any amount under this Section 10.1, State may, in its sole discretion, set off the sum owed it against any sum owed to Contractor under this Agreement or any other contract between the State and Contractor.

10.3 Invoices. Contractor shall submit invoices to the applicable State Entity (a) thirty (30) days prior to the anticipated completion of the applicable Installation Event to which a Milestone Payment relates; and (b) with respect to Equipment Charges, in accordance with Section 10.1.8. The applicable State Entity shall pay all undisputed correct invoices, which are timely submitted to it, within thirty (30) days of receipt.

10.4 Disputed Charges. In the event State reasonably believes that any invoice submitted by Contractor contains any discrepancies or errors, State shall notify Contractor of such discrepancy(ies) or error(s). The parties agree to cooperate in good faith to resolve any dispute in a timely manner. Upon receipt of State's notification of dispute, Contractor will investigate such dispute and will either (a) correct such invoice if a correction is so required and provide a corrected invoice or other such notice in writing, or (b) if no correction is required, send State written notice that Contractor has investigated such dispute and that Contractor considers the amounts due and payable and no longer in dispute. State shall not be required to make payment on any disputed portion of an invoice until such time as the dispute has been finally resolved by the parties. For the avoidance of doubt, a dispute regarding an invoice and State withholding payment of disputed charges as permitted under this Agreement will not permit Contractor to suspend or cease performance of the Services and Contractor shall continue to provide such Services.

10.5 Currency; Settlement Method. State shall settle payments with Contractor by wire transfer or such other payment method as mutually agreed by the parties.

10.6 State Status as Most Favored Customer. During the Term, Contractor shall offer to State and the other State Entities the Solution and any other Services which Contractor offers on a general basis to its other customers, at prices at least as favorable as Contractor offers or provides to any Person that orders similar products and quantities as ordered by State pursuant to Solution Order No. 1. In comparing the prices offered by Contractor to other customers with the prices offered to State under this Agreement the fees paid by State hereunder for the applicable Solution shall be reduced by an appropriate amount to compensate for any installation, training, migration and other services provided by Contractor hereunder at no charge and to account for any credits provided by Contractor to State hereunder. The Contractor shall give prompt written notice to the State of each such instance in which more favorable fees as described above are extended to another State. On each anniversary of the Effective Date and at such other time as the State may request (based on the State's reasonable belief that the Contractor has an obligation under this Section), the Contractor shall deliver to the State a certificate duly executed by an appropriate executive of the Contractor, certifying that, as of the date of such certificate, and at all times since the date of the last certification pursuant to this Section (or since the Effective Date if there has been no prior certification), stating that the Contractor is and has been in compliance with this Section. If the Parties are unable to agree as to the Contractor's compliance with the requirements of this Section or, as to the appropriate means to effectuate this Section, then such issue shall be determined pursuant to Section 17.5.

10.7 No Other Charges; Expenses. Contractor acknowledges and agrees that the charges and fees described in this Section 10 shall be "all-inclusive" and represent the total cost for the Solution including all costs associated with all goods, software, and services to be provided Contractor pursuant to this Agreement, including (i) the SVS components described on each Solution Order, (ii) all Equipment described in the applicable Solution Order, (iii) the Training Services described in such Solution Order, and (iv) the Extended Warranty and all maintenance, support, and remedial action thereunder required to ensure the Solution and all components thereof are available to the ordering State Entity and function in accordance with the requirements of this Agreement. In no event shall State be liable for any amounts not described in this Section 10 or any other charges, fees, expenses, or costs incurred by Contractor, which Contractor failed to consider in its eRFP Response. Accordingly, no such expenses of any Contractor Party will be separately reimbursable by any State Entity.

10.8 Taxes.

10.8.1 State is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. State is exempt from state and local sales and use taxes on the Services. Tax exemption certificates will be furnished upon request. Contractor or an authorized subcontractor has provided State with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services required in this Agreement, which verification is incorporated herein by reference.

10.8.2 By executing this Agreement the Contractor certifies it is either (a) registered with State Department of Revenue and collects and remits State sales and use taxes as required by Georgia law,

including Chapter 8 of Title 48 of the O.C.G.A. or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that State may declare this Agreement void if the above certification is false. The Contractor also understands that fraudulent certification may result in State or its representative filing for damages for breach of contract.

10.9 Books and Records.

10.9.1 GAAP Standards; Record Retention. Contractor shall maintain books and records in accordance with Generally Accepted Accounting Principles to substantiate Contractor's prices and other charges billed to State under this Agreement and each Solution Order and Services Order. Contractor will maintain such books and records for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

10.9.2 Information Regarding Billing Questions. Contractor shall answer billing questions and provide State with such documentation as State may request pertaining to billing. Once per year and at the sole cost of State, Contractor shall provide State and State's representatives with reasonable accept access to such books and records for purposes of auditing the fees under this Agreement and/or any Schedule or Services Order.

10.10 Audit. The Contractor shall permit the Auditor of State of Georgia or any authorized representative of State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to audit Contractor to achieve one or more of the following additional objectives: (a) verify the security and integrity of State's and each other State Entity's data and examine the systems that process, store, support, and transmit that data or (b) examine Contractor's performance of, and conformance to the terms of, this Agreement, including, to the extent applicable to the applications and services provided by Contractor and to the charges therefor, performing audits of (i) Contractor's practices and procedures, including its conformance with State policies with which it is obligated to comply under this Agreement and otherwise as reasonably necessary to enable State to confirm that Contractor is meeting applicable regulatory and other legal requirements for which it is obligated to comply under this Agreement; (ii) supporting information and calculations regarding compliance with Performance Levels, security standards for which Contractor is responsible hereunder or other required standards or levels of performance; and (iii) Contractor's disaster recovery and back-up procedures. State agrees to the following conditions in connection with such audits: (i) State will not unreasonably interfere with Contractor's normal business operations, (ii) Contractor is not entitled to review or see and other Confidential Information of other Contractor States except in an anonymized or redacted format, (iii) all information disclosed during such site visit shall be considered Contractor's Confidential Information (unless the information Contractor possesses is already Confidential Information of State or State Data), and (iv) State will comply with Contractor's reasonable security policies and procedures delivered in writing to State in advance of the applicable audit. If as a result of any such audit State determines that Contractor has overcharged State, State will notify Contractor of the amount of such overcharge and provide Contractor with a report setting forth the determination of such overcharge. Upon such notice, Contractor shall promptly pay to State the amount of such overcharge, together with interest thereon at the Interest Rate calculated from the date of such overcharge until the date Contractor reimburses State. In addition, if such audit reveals an overcharge to State in any fee, cost, or charge billed by Contractor, Contractor shall reimburse State for the actual costs of such audit. In the case of a performance-related audit, Contractor and State shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested by the audit report. State and Contractor agree to develop operating procedures for the sharing of audit and regulatory findings and reports related to Contractor's operating practices and procedures produced by auditors or regulators of either party. Evidence of criminal conduct uncovered by State during an audit will be turned over to the proper authorities.

10.11 Delay of Payment Due to Contractor's Failure. If the State Entity in good faith determines that the Contractor has failed to perform or deliver any component of the Solution for which the State Entity is charged as required by the Agreement, the Contractor shall not be entitled to the compensation under this

Agreement corresponding to such components until such components are delivered and/or conform to the requirements of this Agreement. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from any amounts payable to Contractor. State's right to deduct such incurred costs shall not in any way affect State's right to terminate this Agreement or any Solution Order or Services Order.

10.12 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State Entity and/or the State any sum under the terms of this Agreement, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed to the State Entity and/or the State against any sum owed by the State Entity and/or the State to the Contractor in the State Entity's sole discretion.

11. CONFIDENTIALITY, PRIVACY, AND DATA SECURITY.

11.1 Disclosure of Confidential Information. Contractor and State acknowledge that, in the course of performance under this Agreement, one party (the "**Disclosing Party**") may intentionally or inadvertently disclose, deliver, or permit access by the other party (the "**Receiving Party**") to information, data, or materials which are, to the Disclosing Party, secret, proprietary, and/or confidential, including as may be so designated by statute, regulation, or common law, including, among others, by the form of the Uniform Trade Secrets Act adopted under Applicable Law (if any) and various applicable privacy laws. All of the foregoing information, data, and materials are referred to collectively in this Agreement as the "**Confidential Information**" as that term is further defined and described in Section 11.2.

11.2 Confidential Information. Without in any way limiting the generality of the definition of Confidential Information contained in Section 11.1, the term Confidential Information shall also expressly include all data, information, materials, and subject matter, works of authorship, methods, processes, techniques, systems, and know-how containing, recording, expressing, or embodying the Disclosing Party's (a) products, both existing and under development during the Term, and all related documentation algorithms, source code, object code, workflows, models, formulae, structures, schematics, designs, drawings, specifications, and flow charts containing, comprised by or embodied in such products and (b) current or prospective businesses, business plans, states, finances, contracts, contractual arrangements, employees, contractors, partners, investors and suppliers. All of the foregoing shall be Confidential Information hereunder irrespective of its field of use and whether it is (i) owned by the Disclosing Party, leased or licensed from third parties or held for the benefit of or in connection with its clients, states, business partners, or investors; (ii) intangible or tangible, but if tangible, regardless of form, medium or physical format including paper documents or graphic or machine readable media; and (iii) actually disclosed to a party, but if actually disclosed, whether in whole or in part or orally or in writing. Notwithstanding anything contained in this Agreement to the contrary, the parties acknowledges and agree that where Contractor is the Disclosing Party, "Confidential Information" shall include only such information that Contractor has marked as "confidential", "proprietary", "trade secret", or otherwise redacted in accordance with eRFP Section 2.1.12.2.1 et seq. the terms of which are incorporated herein by reference, provided, however State reserves the right to determine if such information has been properly designated as such and whether it may or may not be disclosed by State.

11.3 Non-Disclosure and Non-Use. Except as otherwise permitted by eRFP, the Receiving Party shall hold all Confidential Information actually received in strictest confidence and shall not disclose or provide the Confidential Information to any individual or entity without the express written consent of the Disclosing Party in each instance, except to the Authorized Recipients. In all events the Receiving Party shall handle, store, and maintain all Confidential Information actually received with a degree of care that is reasonable for the circumstances of disclosure and the nature of each component of Confidential Information. The Receiving Party shall not make any use of the Confidential Information whatsoever except such limited uses as are required under the Agreement. To the limited extent reasonably necessary for such permitted purposes, the foregoing right of use shall include the right to make a reasonable number of copies of the Confidential Information each of which shall be subject to Section 11.8. The use rights hereunder do not permit, and the Receiving Party is expressly prohibited from (a) performing any benchmarking or other comparative or competitive analysis of any Confidential Information for any purpose other than as required

under this Agreement and (b) using, distributing, delivering, or disclosing the Confidential Information or any portion to any Person in violation of U.S. export regulations.

11.4 Confidentiality Exclusions. The Receiving Party shall have no obligation under Section 11.3 with respect to any Confidential Information which the Receiving Party can demonstrate by reasonable written evidence contemporaneous with the event of the exclusion sought to be used hereunder: (a) was already known to it at the time of its receipt hereunder; (b) is or becomes generally available to the public other than by means of breach of this Agreement; (c) is independently obtained from a third party (other than any Authorized Recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality; or (d) is independently developed by or on behalf of the Receiving Party without use of, reference to, or reliance on any Confidential Information. Furthermore State, as Receiving Party shall have no obligation under Section 11.3 with respect to any information that State determines is required to be disclosed by Applicable Law including the provisions of the Georgia Procurement Manual, State Purchasing Act, or Georgia Open Records Act as provided in O.C.G.A. Section 50-18-70 et seq. If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving Party may disclose only so much Confidential Information as is legally required, provided that the Receiving Party has given notice of such compelled disclosure to the Disclosing Party and has given the Disclosing Party a reasonable opportunity to object to such disclosure and has provided reasonable assistance, at the cost of the Disclosing Party, in obtaining and enforcing a protective order or other appropriate means of safeguarding any Confidential Information so required to be disclosed.

11.5 Privacy Regulations and Guidelines. This Agreement, the Solutions Orders, Services Orders, and the parties hereunder, may be governed by one or more privacy laws, regulations or guidelines including O.C.G.A. 21-2-379.24(g) and such others as may be designated by State from time to time (collectively, the "**Privacy Regulations**"). If so governed, then to the extent not captured already by the definition of Confidential Information hereunder, or required already by the Receiving Party's obligations under Section 11.3: (a) the term "Confidential Information" shall further include all Nonpublic Personal Information, Personal Information, material nonpublic information and Personal Data as each of those terms is defined in or by application of each respective Privacy Regulation (collectively, the "**Regulated Information**"); and (b) the Receiving Party shall comply with all requirements of the Privacy Regulations reasonably known to be applicable to the Regulated Information portions of the Confidential Information actually received by the Receiving Party including all reporting, audit, access, third-party disclosure and onward transfer obligations and restrictions therefor, if any are so applicable. If a Privacy Regulation applicable to the Receiving Party under this Agreement is amended, and/or if any other state or federal law, regulation or treaty is effected such that a more restrictive standard of confidentiality or obligation of privacy or security is imposed with respect to an applicable component of the Regulated Information portions of the Confidential Information, then such more restrictive standard shall prevail over the provisions of this Agreement with respect to those portions. By signing below the Receiving Party acknowledges that the Privacy Regulations may prohibit or render ineffective some or all of the exclusions otherwise available under Section 11.3. Notwithstanding anything to the contrary contained in this Agreement, Contractor agrees (i) it shall maintain, and shall require all Authorized Recipients to maintain, effective information security measures to protect Regulated Information from unauthorized disclosure or use, and (ii) it shall provide with information regarding such security measures upon the reasonable request of State and promptly provide State with information regarding any failure of such security measures or any security breach related to Regulated Information.

11.6 No Transfer of Rights. Nothing in this Agreement is, nor shall be deemed to be, any transfer, conveyance, assignment or waiver (by express license, implied license or otherwise) by the Disclosing Party of any Intellectual Property Rights it has or claims to have in the Confidential Information.

11.7 Data and Network Security.

11.7.1 Contractor is responsible for providing network security and security for such of its facilities where its servers or other network equipment are located. Contractor shall also comply with its own then-current security policies and procedures, and its security policies and procedures shall comply with laws and regulations applicable to Contractor.

11.7.2 If, during the course of this Agreement, Contractor is creating, hosting, maintaining, processing or transmitting any State Confidential Information on or through any Contractor computer networks, data centers, labs, supporting environments, Web servers or other information technology resources (collectively "**Contractor Computer Systems**"), or is otherwise using any Contractor Computer Systems in connection with this Agreement, then with respect to all such Contractor Computer Systems, Contractor will, in accordance with industry best practices or higher standards that are in all cases no less than reasonable:

(a) Limit physical and electronic access to Contractor's employees and essential third-party contractors, on a need-to-access basis, who have signed a written agreement that is at least as protective of the confidentiality and security of State Confidential Information as those provided in this Agreement;

(b) Implement and maintain technical access controls that, at a minimum, require unique identification and authentication of all users, restrict access to all data, software, or other file-system objects exclusively to those users who need such access to perform their job responsibilities, and limit administrator-level control to only authorized IT personnel;

(c) Implement and maintain transmission controls that, at a minimum, allow only the data protocols required for the function and management of each solution to be used or transmitted and insure the confidentiality, availability, and integrity of all transmissions;

(d) Implement and maintain firewall technology and intrusion detection software configured to minimize or eliminate hacking and other threats;

(e) Implement and maintain protection against viruses, worms, Trojan horses, spyware, and other malicious code;

(f) Perform routine reviews of logs files and system records for suspicious activity;

(g) Perform regular reviews of relevant security notifications and alerts (e.g., notifications of bugs, attacks, and patches), and apply such patches and fixes as appropriate;

(h) Implement and maintain disaster recovery, backup, and other contingency plans; and

(i) Conduct regular security audits, reviews, and tests and systematically retain log files, system records, test plans, and other security documentation.

11.7.3 Contractor shall notify State immediately upon discovery or notification of any actual, potential or threatened Security Breach. Contractor agrees to take action immediately, at its own expense, to identify and eradicate (or to equip State to identify and eradicate) any further Security Breach and carry out any recovery necessary to remedy any impact of such Security Breach. Contractor's actions will include at a minimum:

(a) Confirming the attack;

(b) Denying access from the source of the attack;

(c) Investigating and evaluating the extent of the damage, if any;

(d) Backing-up the affected systems and those suspected to be affected;

(e) Strengthening defenses everywhere, not just the suspected path that the attacker used, if possible;

(f) Contacting Contractor's internet service provider and, subject to State's prior written approval, any law enforcement agency to work with Contractor's security team; and

(g) Producing an incident report within twenty-four (24) hours detailing Contractor's findings and distributing the report to State.

11.8 Disaster Recovery – Requirements and Audit Procedure. Contractor shall provide a disaster recovery plan and data backup procedures (the "**Disaster Recovery Plan**") attached hereto as Exhibit J.

11.9 Loss of Information; Equitable Relief. The remedy at law for any breach or threatened breach of this Section 11 shall be inadequate, and in addition to any other remedy available at law, in equity, or under this Agreement, the non-breaching party shall be entitled to seek to obtain injunctive relief without proof of irreparable injury and without posting bond. If there is any unauthorized disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party shall promptly: (a) notify the Disclosing Party upon becoming aware thereof; (b) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the disclosure, losses or violation; and (c) cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.

11.10 Compliance by Contractor Solution Partners. Without limiting Contractor's obligations above, Contractor shall cause each Contractor Solution Partner to comply with the provisions of this Section 11 to the same extent that Contractor is required to comply with such provisions.

12. OWNERSHIP OF CONTRACTOR PRODUCTS; STATE DATA; THIRD-PARTY PRODUCTS.

12.1 Ownership of Contractor Products. State acknowledges that the Software, the Contractor data bases which are part of the Services, and all copyrights, patents, trade secrets, and other intellectual and proprietary rights therein and thereto (collectively the "**Contractor Products**") are and shall remain the exclusive and confidential property of Contractor or the third parties for whom Contractor is acting as agent or from whom Contractor has obtained the right to use the Contractor Products. For this purpose, the Contractor Products do not include the State Data, including any extract, database, output, reports or derivative works that include or are based on the State Data, or any business or transaction information produced by or for State using the Services or Software (the "**Output**").

12.2 State's Rights in Output. State may use the Output in conjunction with any services, software or equipment that State or State may choose. State or any contractor chosen by State may copy, use, and modify such data as Contractor provides State and the Output for purposes of meeting its internal business requirements. State may make an appropriate number of copies of the Contractor Products provided to State at its premises for back-up purposes only.

12.3 Confidentiality of State Data; File Security. Contractor acknowledges and agrees that any file or other information provided by any State Entity to Contractor, including any extract, database, output, reports or derivative works that include or are based on the State data, or any business or transaction information produced by or for a State Entity using the Services or Software (collectively the "**State Data**") shall be and remain the exclusive and confidential property of State. Except to the limited extent set forth in Section 12.4 below, Contractor shall treat as confidential and will not disclose or otherwise make available any State Data to any person other than employees of Contractor with a need-to-know. Contractor will instruct its employees who have access to the State Data to keep the same confidential by using the same care and discretion that Contractor uses with respect to its own confidential property and trade secrets. Contractor will provide reasonable security provisions to ensure that access to the State Data is available only to State. Contractor will hold and process the State Data of State and State's other vendors in systems that are physically and logically separated from other data of other States.

12.4 Contractor Use of State Data. Notwithstanding the foregoing, but subject to State's consent on a case-by-case basis, State will consider Contractor's request that Contractor be given the right to use such

State Data as it ordinarily receives, and to distribute such State Data to third parties, in an anonymized and cleansed statistical and/or compilation forms in connection with other Contractor services. If so approved by State in writing on a case-by-case basis, State acknowledges that such statistics and/or compilations (which are not identifiable to State or State's location and do not include information otherwise subject to privacy or confidentiality requirements) may be used or resold by Contractor outside the scope of this Agreement.

12.5 Turnover of State Data. If so requested by State at any time before or after termination of this Agreement, Contractor shall provide copies of the State Data in Contractor's possession to State in such form as State may reasonably request together with such tables and instructions as State may require to extract or convert the information. Unless otherwise approved by State or necessary to carry out the transition/termination provisions of this Agreement, Contractor may not retain copies of the State Data following termination of this Agreement.

12.6 Unlimited Use of State Data and Output by State. State and its designees are free to extract, aggregate, use, store, modify, compile, retransmit, and distribute the State Data, including all Output, in any manner and for any purpose that State may desire, without being subject to any restriction on doing so that may be associated with the Contractor applications or any other Contractor Products. State may install and use its own or third-party providers' equipment and software to do so, and State and State may create and install its own or third-party providers' APIs to access and collect any of the State Data or applicable files at State's premises in such manner as State or State chooses.

12.7 Deliverables. The deliverables that Contractor actually provides to the State Entities under this Agreement may take the form of any Solution, the Services themselves or individual items of State-Specific Enhancements, Third Party Materials or Derivative Works & Improvements, or one or more of them. More likely, however, such deliverables, shall be composed of some combination of such Solution, State-Specific Enhancements, Contractor Products, Third Party Materials or Derivative Works & Improvements, or one or more of them created by linking, embedding, bundling or incorporating them with or into one-another. Such combination shall be referred to as **"Deliverables."** Each party shall retain at all times its respective ownership rights of the Intellectual Property Rights in and to such party's respective Proprietary Materials components of the Deliverables under the terms of this Section 12 and neither party shall own the Intellectual Property Rights in and to the Deliverables as a whole. Notwithstanding anything contained in this Agreement to the contrary, State for itself, and on behalf of the other State Entities, acknowledges and agrees that the Solution shall not constitute "works made for hire", and shall remain the exclusive property of Contractor.

12.8 Third Party Materials. Neither Contractor nor any Contractor Personnel shall use any Third Party Materials in the performance of the Services nor introduce, embed, bundle, link, or incorporate Third Party Materials into or with any State Data or Output unless: (a) expressly requested by State or (b) disclosed to State by Contractor in writing in the applicable Solution Order or Services Order in connection with which Contractor desires to use them. If use of Third Party Materials is so permitted, Contractor shall supply them by either providing State: (i) with the applicable shrink-wrap license agreement governing the use of such Third Party Materials or (ii) with the applicable license agreement submitted by the owner or provider of such Third Party Materials generally to its states; or (iii) with all necessary use and/or license rights via pass-through or assignment to State, as well as all warranties and maintenance and support rights (if any) as provided by either the manufacturer of the applicable provider of such Third Party Materials or by Contractor on such manufacturers' behalf pursuant to a reseller or similar agreement therefor.

12.9 Open Source Software. The Solution may contain Third Party Materials subject to or governed by an open source license. Use by State, as part of the Solution, in accordance with this Agreement and normal operating instructions, of such open source license (in object code) procured by Contractor under a license commonly referred to as "open source," "free software," "copyleft," or "community source code license," including, without limitation, the GNU General Public License or Lesser General Public License (collectively, "**OSS**") is and will be in compliance with the terms of such OSS licenses. The use by State of the System in accordance with this Agreement does not require that the OSS included by Contractor in the System will be combined or merged with any proprietary software provided or separately operated by State.

12.10 Residuals. Subject to Section 11 (Confidentiality, Privacy and Data Security), Contractor, State or the applicable State Entities shall have the right to use for any purpose Residuals arising from this Agreement. For the avoidance of doubt, the foregoing shall not be deemed to grant to the receiving party a license to use the other party's copyright, patents, trademarks, source code, or other Intellectual Property.

13. BONDS & INSURANCE.

13.1 Bonds. Within ten (10) days of the Effective Date, Contractor shall obtain all bonds required by the eRFP and described on Exhibit H attached hereto and deliver a true, correct, and complete copy of the same to State.

13.2 Required Coverage. Contractor, at its sole expense, shall obtain and keep in force at all times during the Term insurance coverage for the benefit of Contractor and State, issued by insurance carriers licensed to do business in the State of Georgia with a minimum A.M. Best rating of A- as set forth in Exhibit H as that Exhibit may be updated and modified from time to time by State (provided Contractor is given a reasonable amount of time to review and meet such updated and modified insurance requirements).

13.3 Primary Policies. All insurance maintained by Contractor in compliance with this Agreement, shall be primary to any other insurance owned, secured, or placed on behalf of State, which insurance shall not be called upon by Contractor's insurer to contribute in any way. Contractor shall secure endorsements to this effect from all insurers of such policies.

13.4 Certificates. Within ten (10) days of the Effective Date, Contractor shall furnish State with certificates of insurance and necessary endorsements affecting coverage required by this Section 13. To the maximum extent permitted for each coverage type, the certificates and endorsements shall identify the contract number of this Agreement (as shown on the cover page), the State of Georgia, State, and the other State Entities as additional insureds and shall be signed by a person authorized by that insurer to bind coverage on its behalf. State reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.5 No Cancellation. All policies herein shall expressly provide that such policies shall not be cancelled, allowed to lapse, terminated or materially altered (resulting in failure to comply with requirements set forth herein) without at least thirty (30) days prior written notice to State.

13.6 Waiver. To the extent permitted by its respective policies of insurance, Contractor hereby waives any right of recovery against State for any loss or damage that is covered by any insurance policy maintained or required to be maintained with respect to this Agreement. The parties do not intend to shift all risk of loss to insurance. The Contractor's obligation to maintain insurance coverage in specified amounts will not act as a limitation on any other liability or obligation which the Contractor may otherwise have under this Agreement. Similarly, the inclusion of the State of Georgia and the State Entities as additional insured is not intended to be a limitation of the Contractor's liability under this Agreement and will in no event be deemed to, or serve to, limit the Contractor's liability to the State or any State Entity to required insurance coverage, nor to limit State's rights to exercise any and all remedies available to the State Entities under this Agreement, at law or in equity.

14. REPRESENTATIONS AND WARRANTIES.

14.1 Warranties. Contractor hereby expressly represents, warrants, and covenants to State that:

14.1.1 Organization. It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and it is duly qualified to conduct business, and is in good standing, in the State of Georgia and every other jurisdiction in which the nature of its assets or its business would require it to so qualify.

14.1.2 Authority. (a) It has full power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations under this Agreement; (b) execution and performance of this Agreement shall not violate any law or breach any other agreement known to Contractor; and (c) Contractor will not assume any obligation or restriction that does or would in any way interfere or conflict with, or would prevent, limit, or impair in any way the performance by Contractor of any of the terms of this Agreement or of the Services.

14.1.3 Liens and Encumbrances. Contractor has good and valid title to the Solution and all Equipment or hardware components provided to the State Entities pursuant to the terms of this Agreement free and clear of any and all liens and encumbrances. All such items will be delivered, and title will transfer, to the applicable State Entity pursuant to Section 2.1.5 free and clear of all liens and encumbrances and State will be entitled to use the Solution and all other Deliverables in accordance with the terms of this Agreement without disturbance.

14.1.4 eRFP Bring Down. Each of the representations, warranties, guarantees, certifications, and similar assurances contained in Contractor's eRFP Response were true and correct in all respects as of the date of submission of Contractor's eRFP Response and shall be true and correct in all respects on and as of the Effective Date with the same force and effect as if made at and as of the Effective Date.

14.1.5 Non-Infringement. As of the Effective Date and throughout the Term:

(a) None of the Solution, Services, or other Deliverables, nor any portion or component thereof, nor State's use or possession of any of the foregoing as permitted under this Agreement, shall infringe or violate any right, title, or interest (including any Intellectual Property Right) of any third party.

(b) Contractor and/or all Contractor Personnel shall be the sole authors of the Solution and any Revisions thereto and Contractor has and shall have full and sufficient right, title and interest (including all Intellectual Property Rights) in and to the Solution.

(c) No claim of infringement has been threatened or asserted, or is pending against Contractor (or insofar as Contractor is aware, against any entity from which Contractor has obtained such rights) (the warranties set forth in clauses "(a)", "(b)", and "(c)" collectively the "**Non-Infringement Warranty**").

14.1.6 Disabling Procedures. The Solution, State-Specific Enhancements and other Deliverables and each module or component and function thereof, and to the maximum extent applicable, the Services performed hereunder, do not contain any "back door," "time bomb," "Trojan horse," "drop dead device," or other similar software routines or components designed to permit access or use of any State Entities' computer systems by Contractor or a third party or to disable or delete any Solution or any data, computer hardware, or software operated or maintained by any State Entity;

14.1.7 Viruses. The Licensed Programs, State-Specific Enhancements and other Deliverables and each module or component and function thereof, and to the maximum extent applicable, the Services performed hereunder, do not contain any Virus and prior to delivery to the State Entities, Contractor shall have used up-to-date, industry-accepted, corporate-enterprise, quality virus detection products to scan for and ensure the absence of Viruses. Contractor shall take all commercially reasonable steps to ensure that no Viruses are coded or introduced into any other State Entities' systems or into the systems used to provide the Services or operate the Solution;

14.1.8 EAC Certification. All relevant components of the Solution, any Upgraded Solution, and all Software, Equipment, and other components forming a part thereof for which certification by the U.S. Election Assistance Commission ("**EAC**") is available have been certified by the EAC as of delivery of the Solution to the State. Without limiting the foregoing, if at any time during the Term, the Solution or any component (including Software and Equipment) forming a part thereof for which EAC certification is available ceases to be certified by the EAC, Contractor shall immediately notify State and, if Contractor has, or has made available a non-infringing, EAC certified, version of the offending component to its

customers generally, then Contractor will make that version of the Solution available to the State under the same or better economic terms as it offers to its other customers. If no EAC certified version of the offending component is available, the parties will cooperate in good faith to attempt to resolve the issue.

14.1.9 Documentation. The Documentation meets industry standards, accurately reflects the operations features and functioning of the Solution, Services and Deliverables and shall in all events be written in the English language as well as such other languages as are required under the applicable Solution Order or Services Order.

14.1.10 Services. Contractor has all of the resources (financial or otherwise), personnel, experience, and know-how necessary for the successful and timely implementation of the Solution and performance of its obligations under this Agreement. All Services performed by Contractor (or its permitted subcontractors, if any) shall be so performed in accordance with all Applicable Laws and in a professional and workmanlike manner by adequate staff having the skills training and background requisite to perform them in accordance with the highest prevailing standards and best practices in the industry.

14.1.11 Operations Conducted Lawfully. Contractor has conducted, and at all times during Term will conduct, its business in compliance with all Applicable Laws including with the provisions of O.C.G.A. Title 21, as amended and the State of Georgia Election Board and Secretary of State Rules contained in Sections 183 and Sections 590 of the Georgia Administrative Code respectively. Contractor has not been charged with, nor is Contractor in receipt of any notice or warning of, or to the knowledge of Contractor, under investigation with respect to, any failure or alleged failure to comply with any provision of any Applicable Law with respect to its business, the Solution, or the Services to be provided pursuant to this Agreement. Contractor has all licenses, permits, approvals, authorizations, registrations, certificates, variances or similar rights issued by any governmental authority required with respect to the operation of its business and the delivery of the Solution and the Services. All such permits are in full force and effect and Contractor is in compliance with the same.

14.1.12 Solution and other Deliverables. During the Term the Solution and all Deliverables and each module or component and function thereof, and to the maximum extent applicable, all Services performed hereunder, shall:

(a) be free from defects in material and workmanship and under normal use shall remain in good working order;

(b) function in all material respects in accordance with the specifications and criteria stated in the applicable Solution Order or Services Order, including the Functional Requirements, and in accordance with all other warranties set forth herein and in the applicable Solution Order or Services Order (the "**Specifications Warranty**"); and

(c) perform the Guaranteed Functionality in accordance with the Guaranteed Performance,

14.1.13 Compliance with Regulations. The Guaranteed Functionality and Guaranteed Performance of the Solution, either by itself or in conjunction with such Third Party Materials as may be identified by Contractor, contain features and functionality that permit State, or the applicable State Entity, to comply either through use of the Solution as delivered or via no more than *de minimis* parameterization and/or configuration, with those industry and/or governmental regulations (and the data formats, records, reporting or communications standards required to be utilized to comply with such regulations) affecting State at each State Site as of the Effective Date ("**Regulation Compliant**").

14.1.14 Third Party Materials. If the warranties to Third Party Materials passed-through and assigned to State under Sections 12.7 and 14.2 are not substantially similar to the warranties received by State from Contractor hereunder with respect to the Solution and other Deliverables, or if Contractor is not permitted to pass-through and assign such warranties, then Contractor shall obtain comparable warranties from the owner, licensor, or other providers of the applicable Third Party Materials or Contractor shall take

appropriate action to ensure that such Third Party Materials are otherwise compliant with the warranties in this Section 14.1 including that they are free of Viruses, preventative routines, and disabling procedures.

14.1.15 Independent Contractors. Contractor represents and warrants that it has complied with, and covenants that during the Term, it shall continue to comply with all laws, rules, and regulations required by appropriate government authorities of independent contractors, including the appropriate withholding, reporting, and payment of all required taxes.

14.1.16 Conflicts of Interest. Contractor has not violated, and shall not violate during the Term, the provisions of O.C.G.A. Section 45-10-20 et seq. Without limiting the foregoing, neither Contractor nor any of its Affiliates or any of their respective Representatives has made any bribe, rebate, payoff, influence payment, kickback or other payment unlawful under any Applicable Law.

14.2 Construction of Warranties; Disclaimer. Contractor shall assign and pass through to the State Entities all applicable Software publishers' warranties, covenants and indemnification provisions. The representations, warranties, and covenant of Section 14.1 apply at all times during the Term. EXCEPT FOR THE WARRANTIES SPECIFICALLY PROVIDED IN THIS AGREEMENT (INCLUDING ALL EXHIBITS, SCHEDULES, APPENDICES, EXECUTED SOLUTION ORDERS AND SERVICES ORDERS, AND ANY ATTACHMENTS THERETO) AND AS OTHERWISE SET FORTH ABOVE, CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

14.3 Remedies.

14.3.1 Remedies. In the event that any of the Software is found by the Contractor, State, any other State Entity or governmental agency, or any court having jurisdiction to to breach the warranties set forth in this Agreement, or not to be otherwise in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions authorized by the State, including those required to meet all obligations imposed by laws, regulations, or orders, provided that nothing contained in this section shall preclude State from taking such action as may be required of it under any such law or regulation. If the Contractor is the Software publisher, the Contractor shall perform all necessary repairs or modifications at its sole expense, provided the State determines the performance of such repairs and modifications is in the State's best interest. Payment for the Software shall not constitute acceptance. Acceptance by a State Entity shall not relieve the Contractor of its warranty or any other obligation under this Agreement.

14.3.2 In the event State or any other State Entity asserts any claim, demand, dispute relating to the subject of this Agreement Contractor shall continue to perform its obligations hereunder, and any such dispute, whether as to a claim for breach of any representation, warranty, or covenant contained in this Agreement, shall not affect Contractor's obligation to fulfill its remedy obligations to the State Entities hereunder. If any such dispute is finally resolved in State's favor, State shall be reimbursed for the cost of all reasonable remediation services performed by Contractor, subject to State substantiating the same.

14.3.3 Disabling Procedures, Preventative Routines and Viruses. In addition to all other remedies at law and under this Agreement, Contractor agrees to notify State immediately upon discovery of any actual, potential or threatened breach of the warranties in Sections 14.1.6 or 14.1.7, and, if State discovers or reasonably suspects any Viruses to be present in any component of any Solution, State-Specific Enhancements or other Deliverables, Contractor agrees to take action immediately, at its own expense, to identify and eradicate (or to equip State to identify and eradicate) such Viruses and carry out any recovery necessary to remedy any impact of such Viruses.

14.3.4 Interference with Services. Contractor is under no obligation or restriction, nor will it assume any such obligation or restriction that does or would in any way interfere or conflict with, or would

prevent, limit, or impair in any way the performance by Contractor of any of the terms of this Agreement or of the Services.

15. INDEMNIFICATION.

15.1 Contractor Indemnification. Contractor agrees to defend, indemnify, and hold harmless State, the other State Entities, and all parties making authorized use of the Deliverables, and each of their respective directors, officers, employees, and representatives (the "**Indemnified Parties**") from and against any and all liabilities, claims, damages, suits, judgments, losses, costs, and expenses (including reasonable attorneys' fees) to the extent incurred in connection with or arising out of: (a) any inaccuracy or breach of a representation or warranty of Contractor set forth in this Agreement or any agreement, instrument, or certificate, or document delivered in connection herewith (including Contractor's eRFP Response); (b) any breach or failure to comply with any covenant or agreement made by Contractor in this Agreement or any agreement or instrument delivered in connection herewith; (c) any negligent, intentional or wrongful act or omission of the Contractor or any Contractor Personnel; (d) any breach of contract; (e) any third-party claims of infringement or other violations of Intellectual Property Rights; (f) any failure of the Solution or the Services to comply with applicable specifications, warranties, and certifications under this Agreement or Contractor's eRFP Response; (g) any failure by Contractor or Contractor Personnel to comply with Applicable Law; or (h) any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States. Contractor acknowledges and agrees that no delay in notifying Contractor shall relieve Contractor of its obligations under this Section 15.1. Contractor may not agree to any settlement that could have an adverse impact on any State Entity, as applicable, without State's prior written consent. Notwithstanding the foregoing State, and not Contractor, will be responsible and therefore solely liable for its own acts and omissions constituting gross negligence, willful misconduct or fraud.

15.2 Assumption of Defense. State shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If Contractor does not promptly commence fulfillment of its defense obligations for any indemnified claim or litigation resulting therefrom, State may defend against such claim or litigation in such manner as it may deem appropriate, including settling such claim or litigation, after giving notice of the same to Contractor, on such terms as State may deem appropriate but after prior written consent from Contractor signed by the designated person signing this Agreement, and no action taken by State in accordance with such defense and settlement shall relieve Contractor of its indemnification obligations herein with respect to any loss, liability, or damages resulting therefrom.

15.3 Infringement Related Remedies. In addition to and without in any way limiting or excluding Contractor's indemnification obligations, if any party makes any claim or allegation of infringement against State or State Entity based on State's or a State Entity's use of a Deliverable in accordance with the terms of this Agreement and State or any State Entity is actually enjoined from using any Deliverables (or, if Contractor earlier believes that such claim may arise), Contractor shall, at its own cost and expense, and at its option: (a) procure for State a license to continue using the allegedly or potentially infringing materials of nature and scope identical to that contained in this Agreement and without loss, diminution or degradation in the manner of performance or functionality or (b) modify the allegedly or potentially infringing materials so as to make them non-infringing without loss, diminution or degradation in the manner of performance or functionality. If Contractor cannot complete "(a)" or "(b)" above after good faith efforts undertaken for a reasonable period of time, then Contractor shall, at its own cost and expense: (c) procure for State and the State Entities a license to a third-party product (including, if required, engaging a third-party to develop such product on commercially reasonable terms) that will serve as a replacement for the allegedly or potentially infringing materials without loss, diminution or degradation in the manner of performance or functionality. If Contractor cannot complete "(a)," "(b)" or "(c)" above after good faith efforts undertaken for a reasonable period of time, on commercially reasonable terms, Contractor promptly shall refund to State all amounts paid by State under the Services Order (including any expenses and fees for Third Party Materials) pursuant to which the applicable materials were created.

15.4 Duty to Reimburse State Tort Claims Fund. To the extent any damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the **Fund**"), the Contractor (and its insurers) agrees to fully reimburse the Fund. To the full extent permitted by the Constitution and the laws of State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

15.5 Limitation of Liability.

15.5.1 EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT, INCLUDING ALL SOLUTION ORDERS AND SERVICES ORDERS IN EFFECT AS OF THE DATE OF THE APPLICABLE CLAIM.

15.5.2 NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.5.3 Notwithstanding anything contained in this Agreement to the contrary the limitations and exclusions in Sections 15.5.1 and 15.5.2 shall not apply to (1) Contractor's obligation to pay any liquidated damages pursuant to Section 10.1, (2) Contractor's failure to honor any pricing commitments made in this Agreement, (3) claims arising out of the willful misconduct or gross negligence of a Party or any of their respective employees, agents, contractors or subcontractors, (4) claims and losses that are the subject of indemnification under this Agreement, including pursuant to Section 15, (5) damages and costs associated with the Contractor's breach of its data security or data privacy obligations hereunder; (6) damages attributable to a Party's breach of its obligations with respect to Confidential Information of the other Party; or (7) damages attributable to the abandonment of this Agreement by the Contractor, including Termination Assistance, where "abandonment" has the meaning provided in Section 16.8 below.

16. TERM AND TERMINATION.

16.1 Term. This initial term of this Agreement shall commence upon the Effective Date and shall remain in effect for a period of ten (10) years (the "**Initial Term**"). State shall have the option to extend this Agreement for a period of up to ten (10) successive periods of one (1) year each (each a "**Renewal Period**") under the same terms and conditions of this Agreement as in effect during the Initial Term, which options may be exercised by the issuance of a "Notice of Award Amendment" by State no later than thirty (30) days prior to the end of the Initial Term or then-current Renewal Period. As used throughout this Agreement, all references to the "**Term**" shall be construed to include the Initial Term, all Renewal Periods, and any Transition Assistance Period.

16.2 Immediate Termination. Pursuant to O.C.G.A. Section 50-5-64, this Agreement will terminate immediately and absolutely if State determines that adequate funds are de-appropriated such that State cannot fulfill its obligations under the Agreement, which determination is at the State's sole discretion and shall be conclusive.

16.3 Termination for Cause. Subject to Section 16.3.133.13, the State may terminate any Solution Order, Services Order or this Agreement, in each instance in whole or in part, if State reasonably determines that any one or more of the following events has occurred:

16.3.1 The actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;

16.3.2 Contractor fails to comply with confidentiality laws or provisions, including the Privacy Regulations;

16.3.3 Contractor furnished any statement, representation, or certification in connection with this Agreement or the bidding process which is materially false, deceptive, incorrect, or incomplete;

16.3.4 Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to State's satisfaction, any material requirement of this Agreement, individually, in each case in whole or in part or is in violation of a material provision of this Agreement, including, but without limitation, the express warranties made by the Contractor;

16.3.5 Satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur, including in connection with Contractor's inability or unwillingness to meet the milestones or timelines described in any Solution Order or Services Order;

16.3.6 Contractor fails to make substantial and timely progress toward performance of this Agreement;

16.3.7 Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or State reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

16.3.8 Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations, and orders when performing within the scope of this Agreement;

16.3.9 Contractor has engaged in conduct that has or may expose the State or any State Entity to liability, as determined in State's sole discretion;

16.3.10 Contractor endangers the value, integrity, or security of any State Site or the data or personnel of any State Entity;

16.3.11 Contractor breaches any of its material duties or obligations under this Contractor, including but not limited to obtaining and maintaining, throughout the Term, federal and State voting system certification; or

16.3.12 Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right of State, a State Entity, or any other Person.

16.3.13 Notice of Default. Contractor shall be afforded thirty (30) calendar days to cure any breach that could give rise to a termination for cause by State pursuant to Section 16.3, with such thirty (30) day period commencing as of the date Contractor receives written notice of such breach from the State. If the breach or noncompliance is not remedied within such thirty (30) day period, State may (i) immediately terminate this Agreement without additional written notice; and/or, (ii) procure substitute Software, Licensed Programs or Services from another source and charge the difference between this Agreement and the substitute contract to the defaulting Contractor; and/or (iii) enforce the terms and conditions of this Agreement and seek any legal or equitable remedies. For the avoidance of doubt the parties acknowledge and agree that the items listed in Section 16.3 shall each constitute a material breach, provided, however any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material. If termination occurs prior to the date of Final Acceptance or the Presidential Preference Primary, whichever is later, and such termination is for cause pursuant to Section

16.3, then State may elect to terminate this Agreement and Contractor shall immediately refund all applicable Milestone Payments paid by State.

16.4 Convenience. State may at any time for any reason or no reason, terminate this Agreement or any Solution Order or Services Order individually, in each case in whole or in part, for its sole convenience for any reason whatsoever.

16.5 Effect. Termination of a Solution Order, a Services Order or this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief. Subject to Section 16.6 and Section 16.7 upon termination or expiration of this Agreement and request of the State Entity, the Contractor shall:

16.5.1 Cease work under this Agreement or the applicable Solution Order or Services Order and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the this Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters State may require;

16.5.2 Immediately cease using and return to the State Entity any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;

16.5.3 Comply with State's instructions for the timely transfer of any active files and work product produced by the Contractor under this Agreement;

16.5.4 Cooperate in good faith with the State Entity, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

16.5.5 Immediately return to the State Entity any payments made by the State Entity for goods and services that were not delivered or rendered by the Contractor.

16.5.6 Payment Limitation in Event of Termination. In the event of termination of this Agreement, a Solution Order, or any Service Order, for any reason by State, State shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually delivered and satisfactorily performed up to and including the date of such termination. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Agreement in the event of termination. State shall not be liable for any costs incurred by the Contractor in its performance of this Agreement, including, but not limited to, startup costs, overhead, or other costs associated with the performance of this Agreement or the bidding process.

16.5.7 In such case, State shall pay for all Services Orders and Solution Orders and Deliverables to the extent delivered and satisfactorily performed by Contractor until the date of such termination. If this Agreement is terminated, Contractor will complete all Services in process under all then-outstanding Solution Orders and Services Orders and adhere to all terms and conditions outlined in this Agreement, including all credits and discounts set forth on the applicable Solution Order or Service Order.

16.6 Transition and Termination Assistance. If State decides to discontinue use of any applications or services, Contractor will, at State's option, provided that State agrees to pay Contractor's reasonable fees and expenses, assist to cause the orderly transition and migration with regard to State's requirements so that State or third-party contractors contractor(s) selected by State are properly equipped to meet those requirements (the "**Termination Assistance**"). As part of the Termination Assistance, (a) Contractor and State will work together to develop a transition plan (the "**Transition Plan**") setting forth the respective tasks to be accomplished by each party in connection with the orderly transition and a schedule pursuant to which the tasks are to be completed and (b) Contractor will provide State with tables and instructions for extraction of data and reports and conducting testing procedures incident to such migration.

16.7 Continuance of Services. Notwithstanding anything contained in this Agreement to the contrary, upon any termination or expiration of this Agreement or any Schedule relating to the provision of applications or services by Contractor, Contractor shall, if requested by State, continue to provide the applications or services and accept additional Solutions Orders and/or Services Orders for up to two (2) years or such longer period as the parties may mutually agree (the "**Transition Assistance Period**") in the manner described herein and in the applicable Schedule and provide such additional assistance as mutually agreed upon between the parties and as reasonably necessary for State to effect an orderly transition of operational responsibilities for the terminated applications or services. Such termination assistance may include: (a) providing reasonable assistance to State in establishing or transferring all processes; (b) assisting State with the execution of parallel processing and testing; (c) doing all things and providing all information reasonably necessary for an orderly transition with reasonable continuity of operations; and (d) carrying out such other activities as the parties may agree is necessary.

16.8 No Abandonment. Contractor represents, warrants and covenants that, during the Term, it shall not "Abandon" this Agreement (or any Schedule) or application or service obtained by State thereunder. For purposes hereof, "Abandon" or "Abandonment" means the threatened or actual intentional refusal by Contractor to provide or support any of the solutions or perform any of the services in breach of its obligations under this Agreement (or any Schedule). If Contractor breaches or threatens to breach this Section, Contractor agrees that State will be irreparably harmed, and, without any additional findings of irreparable injury or harm or other considerations of public policy, State shall be entitled to apply to a court or tribunal of competent jurisdiction for and, provided State follows the appropriate procedural requirements (e.g., notice), Contractor shall not oppose the granting of an injunction compelling specific performance by Contractor of its obligations under the Agreement without the necessity of posting any bond or other security. Contractor further agrees not to oppose any such application for injunctive relief by State except to require that State establish that Contractor has committed an Abandonment.

17. MISCELLANEOUS.

17.1 Notice. All notices to be given to the parties hereunder shall be in writing and shall be deemed to have been given and be effective when delivered personally or if sent by certified mail, return receipt requested, postage prepaid addressed to the parties at the addresses set forth below.

If to State:

Georgia Secretary of State
2 Martin Luther King Jr. Drive,
West Tower, Atlanta, Georgia 30334
Attention: Chief Operating Officer

with copies to:

Attention: General Counsel

If to Contractor:

Dominion Voting Systems, Inc.
1201 18th Street, Suite 210
Denver, CO 80220

Attention: General Counsel

17.2 No Exclusivity. Unless expressly provide in a Solutions or Services Order, State has the right, at any time and without any notice or duty to account to Contractor, to have services performed by State's own employees or those of other State Entities or, subject to the terms and conditions of this Agreement, to purchase any equipment or services from any other individual or entity, subject at all times to its compliance with this Agreement. Nothing contained in this Agreement shall constitute a minimum purchase commitment by State, and Contractor has not relied on any representation, verbal or written, to the contrary.

17.3 Language. The headings as to the contents of particular sections of this Agreement are inserted for convenience of reference only and shall in no way define, limit, expand, or otherwise affect the construction or interpretation of any provision of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties. Those terms, acronyms, and phrases used but not otherwise defined in this Agreement, which are utilized in the information technology outsourcing industry or in State's contracting processes will be interpreted in accordance with their generally understood meaning in such industry or context.

17.4 Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Georgia, USA, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any services or products provided hereunder. Any judicial action or proceeding between the parties relating to this Agreement must be brought in the courts of Fulton County, Georgia or the United States District Court for the Northern District of Georgia. Each party consents to the jurisdiction of such courts, agrees to accept service of process by mail to the addresses outlined in Section 17.1 (Notice) above, and hereby waives all jurisdictional and venue defenses otherwise available to it.

17.5 Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation. In addition to any dispute resolution procedures otherwise required under this Agreement or any informal negotiations which may occur between State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar days written notice to State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to State shall not exceed five thousand dollars ($5,000.00). All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq. No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

17.6 Assignment.

17.6.1 This Agreement shall not be assignable by either party without the prior written consent of the other party. Notwithstanding anything contained herein to the contrary, State may assign to any other State Entity, in whole or in part, State's right, title, interest and obligations under this Agreement or any Solutions Order or Services Order which relate to items purchased by State on behalf of such State Entity, without Contractor's consent. State's assignment pursuant to this Section 18.6.1of any payment obligations to another State Entity shall be limited to the extent of that State Entity's interest or use of the subject matter hereof and shall constitute a full and complete novation of State's liabilities and obligations with respect thereto and Contractor shall recognize the State Entity to which such obligations were assigned as State's successor-in-interest with respect to such obligations and will exclusively look to such State Entity for the discharge of all such liabilities and obligations, provided, however State will continue to be Contractor's sole point of contact with respect to this Agreement in accordance with Section 17.234.

17.6.2 This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, provided that no assignment, except as described in Section 17.6.1, shall relieve any party of such party's obligations hereunder without the consent of the other party hereto.

17.7 Covenant Against Pledging. Contractor agrees that, without the prior written consent of State, it will not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from any State Entity under this Agreement for any reason whatsoever. To the extent State permits Contractor to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from State under this Agreement, Contractor will continue to be State's sole point of contact with respect to this Agreement, including with respect to payment. The Person to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered will not be considered a third party beneficiary under this Agreement and will not have any rights or causes of action against any State Entity.

17.8 No Liens. Contractor will not file, or by its action or inaction permit, any liens to be filed on or against property or realty of State or any other State Entity. In the event that any such liens arise as a result of the Contractor's action or inaction, Contractor will obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) Business Days. If Contractor fails to do so, State may, in its sole discretion, pay the amount of such lien, or deduct such amounts from payments due to Contractor.

17.9 Non-Delegation. Nothing herein will be deemed or construed as delegating the discretionary powers or authority of State or any of the other State Entities to Contractor. Further, nothing herein will be deemed or construed as delegating the discretionary powers or authority of the other State Entities to State or the discretionary powers or authority of State to the other State Entities.

17.10 No Waiver. The failure of either party at any time or times to enforce or require performance of any provision contained in this Agreement shall in no way operate as a waiver or affect the right of such party at a later time to enforce such provision.

17.11 Entire Agreement. This Agreement (together with its Exhibits, all executed Solution Orders and Services Orders, and all attachments thereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior written agreements and contemporaneous oral agreements with respect to the subject matter hereof; provided, if the parties have entered into a Confidentiality and Non-Disclosure Agreement, the terms of such agreement shall survive and govern the parties' obligations as set forth in such agreement between the execution date thereof and the Effective Date. Although State may utilize its own purchase order or confirmation form for its own convenience, the provisions of this Agreement shall control as to all issues relating to the subject matter hereof. Typewritten or handwritten additions, initialed by both parties, shall supersede any pre-printed provisions of this Agreement. Subject to the foregoing, each Solution Orders and Services Orders hereto, whether executed concurrently herewith or subsequent hereto, shall be deemed to be incorporated herein and shall be governed by the terms of this Agreement.

17.12 Amendment. This Agreement may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of State, then State must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to this Agreement must be in writing and fully executed by duly authorized representatives of State and the Contractor.

17.13 Severability. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Agreement. Moreover, if any provision contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject, or otherwise unenforceable, such provision shall be construed by the appropriate judicial body by limiting or reducing it or them so as to be enforceable to the maximum extent compatible with the Applicable Law.

17.14 Time is of the Essence. Time is of the essence with respect to Contractor's performance of the terms of this Agreement. Contractor shall ensure that all personnel providing Software, Licenses and Services to State are responsive to State's requirements and requests in all respects.

17.15 Independent Contractor. Contractor and all Contractor Personnel are independent contractors and neither Contractor nor any Contractor Personnel shall be deemed an employee of State. Contractor is and shall remain the employer of all Contractor Personnel and shall be solely responsible for the employment, training, and payment of salaries, wages, bonuses, benefits (including health insurance, retirement and other similar benefits, if any) and other compensation, of all Contractor Personnel. Contractor shall be responsible for the payment of all federal, state, and local withholding taxes and workers compensation, and, at the reasonable request of State, Contractor shall provide to State evidence that all of such payments have been made. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Neither Contractor nor any Contractor Personnel shall have the right to bind State to any contract, agreement, or obligation.

17.16 Joint/Several Liability. If the Contractor is a joint entity, consisting of more than one Person, all such Persons shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations. Contractor acknowledges and agrees that that the liability of each State Entity shall be several and not joint.

17.17 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Contractor and State any rights or remedies under or by reason of this Agreement.

17.18 Survival. All provisions of this Agreement that, by their terms, are intended to survive shall expressly survive any termination or expiration of this Agreement, including Section 3, Section 11, Section 12, Section 14 and Section 15.

17.19 Publicity. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Notwithstanding the foregoing, the Contractor Parties each agree that no acknowledgment or other information concerning the Agreement or the Services and/or Deliverables provided hereunder will be made public by the Contractor Parties without the prior written agreement of State. Further, the Contractor Parties shall not use State's, any other State Entities' name, photographs, logo, trademark, or other identifying characteristics without the applicable State Entity's prior written approval.

17.20 Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency.

17.21 Interpretation; Intent of References to Bid Documents. Whenever any provision of this Agreement uses the term "including" (or "includes"), such term shall be deemed to mean "including without limitation" and "including but not limited to" (or "includes without limitations" and "includes but is not limited to") regardless of whether the words "without limitation" or "but not limited to" actually follow the term "including" (or "includes"). The words "herein," "hereby," "hereunder," "hereof," and other equivalent words shall refer to this Agreement in its entirety and not solely to the particular portion of this Agreement in which any such word is used. All definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders. The references to the parties' obligations, which are contained in this Agreement, are intended to supplement or clarify the obligations as stated in the eRFP and Contractor's eRFP Response. The failure of the parties to make reference to the terms of the eRFP or Contractor's eRFP Response in this Agreement shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the eRFP and the

Contractor's eRFP Response. The contractual obligations of any State Entity cannot be implied from Contractor's eRFP Response.

17.22 Force Majeure. Neither party shall be liable for, or be in breach of this Agreement because of, any delay or failure to perform its obligations under this Agreement or thereunder resulting from any acts of God, war, insurrection, terrorism or the public enemy (collectively, "FM Events"). A party that experiences a FM Event shall give the other party prompt written notice of the FM Event. The affected party shall use reasonable efforts to work around or to overcome the FM Event and to resume full performance under this Agreement as soon as practicable. Occurrence of FM Events will not excuse the backup and disaster recovery obligations of Contractor. Contractor will follow normal procedures for classification, resolution, resolution and escalation of incidents, even if the incident is caused by an FM Event. If an FM Event causes a material failure or delay in the performance of any applications or services for more than five (5) consecutive days, State may, at its option, and in addition to any other rights State may have, procure such applications or services from an alternate source until Contractor is again able to provide them, and Contractor shall be liable for all payments made and costs incurred by State required to obtain such applications and services from such alternate source during such period. If an FM Event causes a material failure or delay in the performance of any application or services for more than thirty (30) consecutive days, State may, at its option, and in addition to any other rights they may have, immediately terminate each affected Schedule and Services Order without liability to Contractor. State shall not be required to pay the fees that may have otherwise been payable for any period of time in which any substantial part of the Solution and Services are not provided as a result of an FM Event.

17.23 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

17.24 State Entity Representative. Notwithstanding anything contained in this Agreement to the contrary, each of the State Entities other than State hereby appoint State to serve as their representative and State accepts such appointment, to act for and on behalf of such State Entities with respect to this Agreement. Each of the State Entities acknowledges and agrees that any decision, act, consent, or instruction taken or given by State pursuant to this Agreement shall be and constitute a decision, act, consent or instruction of all State Entities and shall be final, binding, and conclusive upon the State Entities, and Contractor and its Affiliates may rely upon any such decision, act, consent or instruction of State on behalf of the other State Entities. The State Entities hereby agree to release State from and waive any and all claims and liabilities based on any claim that an action authorized hereunder to be taken by the State on behalf of the other State Entities is not binding on, or enforceable against, any such State Entity.

17.25 Order of Precedence. In the case of any inconsistency or conflict among the specific provisions of this Agreement (as amended), the Exhibits attached hereto, the eRFP (including any subsequent addenda), Contractor's eRFP Response, and the Documentation, the order of precedence shall be, notwithstanding any terms that may be contained in the eRFP, Contractor's eRFP Response, or the Documentation (including any statement that purports to change the order of precedence described herein, incorporate additional or inconsistent terms, or amend documents having precedence), as follows:

17.25.1 First, by giving precedence to the specific provisions of this Agreement.

17.25.2 Second, by giving precedence to the specific provisions of the Exhibits attached hereto.

17.25.3 Third, by giving precedence to the specific provisions of the eRFP.

17.25.4 Fourth, by giving precedence to the specific provisions of the Contractor's eRFP Response, except that objections or amendments by a Contractor contained in Contractor's eRFP Response that have not been expressly accepted by State in writing shall not be included in this Agreement and shall be given no weight or consideration.

18. DEFINITIONS AND INDEX OF PREVIOUSLY DEFINED TERMS.

This Section 18 provides definitions for capitalized terms used but not previously defined in this Agreement and indexes capitalized terms used and previously defined in the Section in which they first appear as indicated by bold type. The definitions in this Section apply to such capitalized terms in both their singular and plural forms. This Section 18 does not apply to those terms capitalized only to comply with grammatical conventions.

18.1 **"Abandon"** and **"Abandonment"** have the meanings set forth in Section 16.8.

18.2 **"Acceptance Test"** is defined in Section 9.

18.3 **"Acceptance Test Plan"** is defined in Section 9.

18.4 **"Agreement"** is defined in the Initial Paragraph of this Agreement.

18.5 "**Applicable Law**" means all applicable provisions of any constitution, statute, common law, ordinance, code, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted or issued by any Governmental Authority or arbitrator or arbitration panel.

18.6 **"Application Programs"** is defined in Section 2.1.1(ii).

18.7 **"Authorized Recipients"** means those employees, consultants or agents of the Receiving Party to whom disclosure is required to carry out this Agreement and any Order hereunder and who have executed a confidentiality agreement or are otherwise bound to duties of non-disclosure and restrictions on use of the Confidential Information at least as restrictive as those set forth in this Agreement (including, but not limited to an undertaking to implement and maintain appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of Regulated Information) but shall expressly exclude such individuals or entities as may, at the election of the parties, be identified on a list bearing the signatures of the parties and attached to and incorporated into this Agreement.

18.8 **"Bankruptcy Code"** is defined in Section 3.1.4.

18.9 **"Breach Incident"** is defined in Section 7.2.2(b).

18.10 "**Change Control Form**" is defined in Section 5.2.

18.11 "**Change Order**" is defined in Section 5.2.

18.12 "**Change Request**" is defined in Section 5.2.

18.13 "**Change Response**" is defined in Section 5.2.

18.14 **"Confidential Information"** is defined in Section 11.1.

18.15 "**Configuration Services**" means the services described in Section 4.1.

18.16 **"Contractor"** is defined in the initial paragraph of this Agreement.

18.17 **"Contractor Affiliates"** means those entities that are: (a) directly or indirectly, through one or more intermediaries, controlled by Contractor, whether such control is effective by ownership of equity interests, contract or otherwise; and (b) expressly identified by Contractor to State and State agrees to their inclusion on Exhibit D.

18.18 **"Contractor Computer Systems"** is defined in Section 11.7.1.

18.19 **"Contractor's eRFP Response"** means Contractor's submission in response to the eRFP including all materials submitted in connection therewith and, for the avoidance of doubt, all responses to the Mandatory Response Worksheet, questionnaires, and other attachments or links released with the eRFP, a copy of which is attached hereto as Exhibit A.

18.20 **"Contractor Licensed Programs"** means those Licensed Programs identified on the applicable Solution Order as being licensed by Contractor.

18.21 **"Contractor Parties"** is defined in Section 7.3.2.

18.22 **"Contractor Personnel"** is defined in Section 6.2.

18.23 **"Contractor Products"** is defined in Section 12.1.

18.24 **"Contractor Relationship Manager"** is defined in Section 6.1.

18.25 **"Contractor Solution Partner"** is defined in Section 1.3.

18.26 **"Contractor System Proposal"** is defined in Section 4.1.2.

18.27 **"County"** means the 159 counties of the State of Georgia.

18.28 **"Crisis"** means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Solution or Services and any additional applications provided by Contractor to State becoming unavailable for a significant amount of time

18.29 **"Critical Milestone"** means those critical delivery and implementation milestones specifically identified in Table A of Appendix A to Attachment 4 of Solution Order No. 1 (Milestones).

18.30 **"Deliverables"** is defined in Section 12.7.

18.31 **"Delivery & Acceptance Notice"** means a written notice substantially in the form of Exhibit I.

18.32 **"Derivative Works & Improvements"** has, collectively, the meaning ascribed to the term "derivative work" in Title 17 U.S.C., and "improvement" in Title 35 U.S.C., but in all events shall apply to additions, changes, or other statutorily specified new material appearing for the first time in the applicable item or work hereunder.

18.33 **"Designated Licensed Programs"** is defined in Section 4.1.1.

18.34 **"Disabling Procedures"** means any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming the Services and Deliverables, any hardware, data or other electronically stored information, or computer programs or systems.

18.35 **"Disaster Recovery Plan"** is defined in Section 11.8.

18.36 **"Disclosing Party"** is defined in Section 11.1.

18.37 **"Discounts"** shall mean the discounts set forth in the Fee Schedule.

18.38 **"Documentation"** means all written materials related to any Services or Deliverables (including any component of any Solution) that are supplied by Contractor to State hereunder, including any and all installer's, operator's and user's manuals, training materials, guides, functional and/or technical specifications, commentary, listings and other materials, (including all materials describing interoperability with other hardware or software), in any or all media, for use in conjunction with the applicable Services or Deliverables (including any component of any Solution), in all cases in sufficient form and content to allow for first and frontline personnel comprehension thereof. If such Deliverables are discrete computer software applications, Documentation shall include such reasonable descriptions as would allow a third party of reasonable skill and experience in information technology to operate, maintain, customize and parameterize such Deliverables and their related Source Code.

18.39 **"Effective Date"** is defined in the initial paragraph of this Agreement.

18.40 **"Equipment"** is defined in Section 2.1.1(iv).

18.41 "**Equipment Charge**" is defined in Section 10.1.8.

18.42 "**Extended Warranty**" is defined in Section 4.2.

18.43 **"eRFP"** is defined in Section 1.1.

18.44 "**Fee Schedule**" is defined in Section 10.1.

18.45 **"Final Acceptance"** means the receipt by Contractor of written notification from State that all Services and Deliverables under a given Services Order have been reviewed and tested by State as a whole and found to: (a) substantially conform to the Specifications and descriptions set forth in such Services Order and any exhibits thereto, as such Specifications and descriptions may be specifically amended by subsequent mutual written agreements between the parties; and (b) conform to Contractor's representations and warranties in this Agreement.

18.46 **"FM Events"** is defined in Section 17.22.

18.47 **"Functional Requirements"** is defined in Section 4.1.1.

18.48 "**Fund**" is defined in Section 15.3.

18.49 "**Generally Accepted Accounting Principles**" means United States generally accepted accounting principles.

18.50 **"Governmental Authority"** means any federal, state, local or foreign legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body.

18.51 **"Guaranteed Functionality"** is defined in Section 1.2.

18.52 **"Guaranteed Performance"** is defined in Section 1.2.

18.53 **"Impact Analysis"** is defined in Section 5.3.

18.54 "**Indemnified Parties**" is defined in Section 15.1.

18.55 **"Initial Acceptance"** means the receipt by Contractor of written notification from State that any particular Services or Deliverables under a given Services Order have been reviewed and/or tested by State and found to: (i) substantially conform to the Specifications and descriptions set forth in such Services Order and any exhibits thereto, as such Specifications and descriptions may be specifically amended by

subsequent mutual written agreements between the parties and (ii) conform to Contractor's representations and warranties in this Agreement.

18.56 **"Initial Term"** is defined in Section 16.1.

18.57 **"Installation Deadline"** is defined in Section 2.1.3.

18.58 **"Installation Event"** is defined in Section 2.1.3.

18.59 **"Installation Plan"** is defined in Section 2.1.3.

18.60 **"Intellectual Property Rights"** means all right, title and interest, including all copyright rights, patent rights (including rights under all patent applications, patents, letters patent, supplementary patent certificates, inventor's certificates, continued prosecution applications, requests for continued examination, and other similar filings or stages thereof) and trademark rights as well as all proprietary rights (including Trade Secrets) and moral rights (including the rights of authorship and attribution and subsequent modification) throughout the world whether under the laws of the United States, any of its several states or any foreign jurisdiction and whether or not evidenced by certificates, applications or registrations therefor and whether granted permanently, on initial issuance or granted upon reissue, re-examination, division, extension, provisionally, in continuation or in continuation-in-part and at all times further including all goodwill associated with all such rights.

18.61 **"Interest Rate"** means the lesser of eighteen percent (18%) or the maximum rate permitted by Applicable Law.

18.62 **"Interruption"** means any material, or continuing, or repeated suspension or interruption in the supply of the Solution or Services by or on behalf of Contractor to State, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Solution or Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

18.63 **"Key Personnel"** is defined in Section 6.5.

18.64 **"Licensed Programs"** means all operating system software and other software programs (including all Contractor Licensed Programs and Third Party Licensed Programs) provided by Contractor hereunder.

18.65 **"Major Revisions"** is defined in Section 2.3.

18.66 **"Maintenance Services"** is defined in Sections 2.1.1(v).

18.67 **"Mandatory Requirements"** is defined in Section 1.2.

18.68 **"Milestone Payment"** is defined in Section **Error! Reference source not found.**.

18.69 **"Milestone Deadline"** means each of the dates listed in the "Milestone Deadline" column of the tables set forth on Appendix A to Attachment 4 of Solution Order No. 1 (Milestones).

18.70 **"Non-Infringement Warranty"** is defined in Section 14.1.5(c).

18.71 **"Operating Program"** is defined in Section 2.1.1(iv).

18.72 **"OSS"** is defined in Section 12.9.

18.73 **"Output"** is defined in Section 12.1.

18.74 **"Performance Levels"** is defined in Section 8.1.

18.75 **"Performance Requirements"** is defined in Section 4.1.1.

18.76 **"Person"** means any individual, corporation, limited liability company, partnership, limited partnership, business trust, or other entity of any nature.

18.77 **"Pilot Election"** means the pilot election to be administered on November 5, 2019 in up to 6 Counties (exact Counties to be determined by mutual agreement), including the coding of election database (and additional training needed in connection therewith), training of personnel including poll-workers of the Counties hosting the Pilot Election, logic and accuracy testing at each of the participating State Sites, election day support at the participating State Sites, and post-Pilot Election auditing and validation of results.

18.78 **"Privacy Regulations"** is defined in Section 11.5.

18.79 **"Project Manager"** is defined in Section 6.4.

18.80 **"Proprietary Materials"** means: (a) all runtime and non-runtime machine-readable, executable object code, human readable source code, in any language whatsoever (including HTML, CGI, XML, Java, Visual Basic and C) and on any operating or database platform, system or environment whatsoever (including Windows, Unix, Linux, DB2, J2EE, Oracle, SQL or any mainframe) as well as all computer system designs, user interfaces, commented source code, explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures, control logic and other computer formatting, programming or scripting code; (b) all inventions and discoveries, whether or not patentable, reduced to practice or recorded in a medium; (c) all published and unpublished works of authorship including audio-visual works, "look and feel," artwork, illustrations, images, photographs and printed or graphic matter; (d) all tangible materials, including all prototypes, models, designs, files, templates libraries (.dll or otherwise), tools, graphics, screen displays and/or their other user interface components or "look and feel" (as that phrase is understood and applied under Title 17 U.S.C.), creative content, algorithms, formulae data, information, reports and technologies; (e) business and technical requirements and system designs and architectures in any form or medium.

18.81 **"Receiving Party"** is defined in Section 11.1.

18.82 **"Regulated Information"** is defined in Section 11.5.

18.83 **"Regulation Compliant"** is defined in Section 14.1.13.

18.84 **"Renewal Period"** is defined in Section 16.1.

18.85 **"Residuals"** means any information in intangible form that is not protectable under copyright or patent law, or protected as a trade secret or other intellectual property right including any ideas, concepts, know-how or techniques contained therein.

18.86 **"Revision"** is defined in Section 2.3.

18.87 **"Security Breach"** means (i) unauthorized physical or technical access to any Contractor Computer System; (ii) any circumstance that may constitute or result in, any unlawful or unauthorized acquisition, access, loss, theft, use or disclosure of any Confidential Information, Regulated Information, or State Data in the possession of any of the Contractor Parties; (iii) any breach or attempted breach of the security of any Confidential Information, Regulated Information, or State Data, or of any of the controls of any of the Contractor Parties intended to protect the same; or (iv) any other circumstances or events that

could compromise the privacy or security of any of the Confidential Information, Regulated Information, or State Data in the possession of any of the Contractor Parties.

18.88 **"Service Level Agreements"** means the service levels to be maintained by Contractor throughout the Term as more fully described in a Services Order or Services Order Attachment.

18.89 **"Services"** is defined in Section 2.1.1.

18.90 **"Services Order"** means a written instrument signed by an authorized signatory of a State Entity and an authorized representative of Contractor substantially in the form of Exhibit C. Such Services Order will include any requirements, considerations, or objectives which differ from the general provisions of this Agreement and not otherwise address in a Solution Order; for example, the intent of the parties with respect to any rights to particular developments (intellectual property), specific Milestone Events and/or Milestone Dates and/or quality and warranty considerations, special fees, and all such other particular objectives, considerations, or requirements in conjunction with the delivery of Services by Contractor. Except as otherwise specifically provided in such Services Order, each Services Order shall be governed by the terms of this Agreement.

18.91 **"Services Order Attachment"** is defined in Section 4.4.

18.92 **"Site Specifications"** means the reasonable environmental specifications as relate to utilities, temperature, and humidity conditions, which Contractor suggests are maintained at the State Sites for efficient operation and use of the Solution at those State Sites.

18.93 **"Software"** is defined in Section 2.1.1.

18.94 **"Solution"** is defined in Section 1.1.

18.95 **"Solution Order"** is defined in Section 2.1.1.

18.96 **"Source Code"** means a copy of the complete source code corresponding to the object code of a given Deliverable, as applicable, plus any pertinent commentary or explanation (including any and all explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures, and control logic) that may be necessary to render such source code understandable and useable by a reasonably trained computer-programming expert who is generally familiar with information technology systems in the financial and banking sectors. The source code shall include all Documentation, statements of principles of operation, and schematics, all as necessary or useful for the effective understanding and use of such source code. Insofar as the development environment employed for the development, maintenance, and implementation of any source code includes any device, programming, or Documentation not commercially available to State on reasonable terms through readily known sources other than Contractor, the source code shall include all such devices, programming, or Documentation. The foregoing reference to "development environment" is intended to apply to any programs, including compilers, "workbenches," tools, and higher-level (or "proprietary") languages, used by Contractor for the development, maintenance, and implementation of the applicable source code.

18.97 **"Special Programs"** is defined in Section 2.1.1(ii).

18.98 **"Specifications"** means the technical and business requirements of State described in a given Solution Order or Services Order, including all technical detail and design specifications, functionality matrices, requirements definition, request for proposals, proposals, gap analysis, requirements for project management, relevant project considerations, objectives, Milestone Events and/or Milestone Dates, and Performance Levels set forth therein.

18.99 **"Specifications Warranty"** is defined in Section 14.1.12(b).

18.100 **"State"** is defined in the initial paragraph of this Agreement.

18.101 **"State Contractor"** means any individual, corporation, limited liability company, partnership, limited partnership, business trust or other business organization duly recognized under the laws of its applicable jurisdiction that provides services to State or any other State Entity.

18.102 **"State Data"** is defined in Section 12.3.

18.103 **"State Entity"** means the State and the Counties.

18.104 **"State Relationship Managers"** is defined in Section 6.1.

18.105 **"State Site"** means the 159 locations of the State Entities at which the Solution is to be implemented and such other locations as may be designated by State from time to time.

18.106 **"Support Services"** is defined in Section 2.1.1(iii).

18.107 **"SVS"** is defined in Section 1.1.

18.108 [Reserved].

18.109 **"Term"** is defined in Section 16.1.

18.110 **"Termination Assistance"** is defined in Section 16.6.

18.111 **"Termination Assistance Period"** is defined in Section 16.7.

18.112 **"Third Party Licensed Programs"** means those Licensed Programs identified on the applicable Solution Order as being licensed by a Contractor Solution Partner.

18.113 **"Third Party Materials"** means all Proprietary Materials the Intellectual Property Rights for which are owned, by an individual or entity other than State Entities) and Contractor (including Contractor Affiliates).

18.114 **"Trade Secrets"** means any business, scientific or technical data, information, design, process, procedure, formula, or improvement that is commercially valuable to either party and is not generally known in the industry. Each party acknowledges that the Trade Secrets of the other party have been developed by that party at great expense and with the considerable effort of skilled professionals. Each party also acknowledges that the Services and Deliverables under this Agreement may of necessity incorporate Trade Secrets.

18.115 **"Training Services"** is defined in Section 4.2.

18.116 **"Transfer Control Laws"** is defined in Section 7.3.2.

18.117 **"Transition Plan"** is defined in Section 16.6.

18.118 **"Upgraded Solution"** is defined in Section 2.3.

[This space intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the parties have caused this Master Solution Purchase and Services Agreement to be executed by their duly authorized representatives as of the date first written above.

STATE OF GEORGIA **OFFICE OF THE SECRETARY OF STATE**	**Dominion Voting Systems, Inc.**
By: [signature] Name: BRAD RAFFENSPERGER Title: SECRETARY OF STATE Date: 8/12/2019	By: [signature] Name: John Poulos Title: President & CEO Date: 7/29/2019
By: [signature] Name: Gabriel Sterling Title: Chief Operating Officer Date: 8/9/2019	

From: Dickenson, Janice
To: Dickenson, Janice
Subject: FW: IMPORTANT INFORMATION - July NGE Mail Notices
Date: Wednesday, June 25, 2025 4:21:00 PM
Attachments: image001.png

Janice Dickenson, CPM®
Administrative Manager
Direct: 404-612-8284
Email: Janice.Dickenson@fultoncountyga.gov
Connect with Fulton County:
Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

---

From: David Greenwalt <david@knowink.com>
Sent: Monday, June 23, 2025 10:50 AM
To: Glenn, Kathryn <Kathryn.Glenn@fultoncountyga.gov>; Williams, Nadine <Nadine.Williams@fultoncountyga.gov>
Subject: IMPORTANT INFORMATION - July NGE Mail Notices

This Message Is From an External Sender
This message came from outside Fulton County Government. Use caution with links/attachments.

IMPORTANT INFORMATION - July NGE Mail Process

This email provides additional information regarding the NGE mail process for July 2025. Attached to this email is the list of your county's records from the NGE Mail List, along with a single, sample, NGE Mail Proof for your review.

By June 25, please complete the following two action items:

1. Review the return address and phone number on the sample NGE Mail Proof. If the return information is incorrect, email corrections to support@knowink.com.

2. Select your mailing option below and reply to support@knowink.com by 5:00 th

PM on June 25 .

There are two mailing options:

Option 1: Your county's NGE Mail Notices will be printed and mailed under the KNOWiNK mail services program on July 10, 2025. Your county will be charged a mailing service and postage fee of $0.73 per item. This fee is higher than usual due to the size of the mail piece, and an Election Mail postage rate that allows the items to be forwarded, if necessary, WITHOUT any additional cost to your county.

Option 2: The items will be printed and shipped to you for mailing. Your total costs will be the shipping and handling fee charged by KNOWiNK; your postage costs, at $0.73 per piece; and the labor costs to apply the postage.

If you select Option 2 the pieces will ship to you on June 30th and must be mailed by you on July 10, 2025. USPS postage rates are set to increase on July 13, 2025.

To meet production deadlines, your response is needed no later than 5:00 PM on Wednesday, June 25, to: support@knowink.com.

QUESTIONS? Contact KNOWiNK Technical Support at support@knowink.com / 855 POLL PAD ext 3.

Thanks!

STATEMENT OF CONFIDENTIALITY: This Email is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§2510-2521 and is legally privileged. The information contained in this electronic message and any attachments thereto are intended for the exclusive use of the addressees and may contain confidential and/or privileged information. If you are not the intended recipient, please inform the sender immediately via telephone, fax or reply e-mail and delete all copies of this message and all attachments from your system. KNOWiNK provides election technology. This email involves communication related to election security and may be protected from disclosure during

any public records request. Before releasing this email you are required to notify KNOWiNK at FOIA@knowink.com. We will respond within one (1) business day.

KNOWiNK, LLC.
460 N Lindbergh Blvd
Saint Louis, MO 63141-7808
+13149141345
http://knowink.com

INVOICE

BILL TO
Nadine Williams
Fulton County GA Government
Dept of Registration &
Elections
130 Peachtree St., S.W., Suite
2186
Atlanta, GA 30303

INVOICE # 20969
DATE 07/03/2025
DUE DATE 08/02/2025
TERMS Net 30

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	CROSS STATE NOTICES, DEC 2024, REIMBURSEMENT	CROSS STATE NOTICES, DEC 2024, REIMBURSEMENT	1	-1,212.56	-1,212.56
	JANUARY 16, 2025 PRECINCT CARDS, SHIPPING SERVICES	JANUARY 16, 2025 PRECINCT CARDS, SHIPPING SERVICES	34,282	0.50	17,141.00
	JANUARY 16, 2025 PRECINCT CARDS, SHIPPING SERVICES	JANUARY 16, 2025 PRECINCT CARDS, SHIPPING SERVICES	1	0.50	0.50
	FEB 20,2025 SPECIAL PRECINCT CARDS, MAIL SERVICES	FEB 20,205 SPECIAL PRECINCT CARDS, MAIL SERVICES	41,834	0.50	20,917.00
	FEB 20, 2025 RETURN MAIL, MAIL SERVICES	FEB 20, 2025 RETURN MAIL, MAIL SERVICES	26	0.46	11.96
	MARCH 16, 2025 PRECINCT CARDS, MAIL SERVICES	MARCH 16, 2025 PRECINCT CARDS, MAIL SERVICES	17,808	0.50	8,904.00
	APRIL 3, 2025 PRECINCT	APRIL 3, 2025 PRECINCT CARDS,	14,348	0.50	7,174.00

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	CARDS, MAIL SERVICES	MAIL SERVICES			
	APRIL 24, 2025 PRECINCT CARDS, MAIL SERVICES	APRIL 24, 2025 PRECINCT CARDS, MAIL SERVICES	9,747	0.50	4,873.50
	MAY 12, 2025 RETURN MAIL NOTICES, MAIL SERVICES	MAY 12, 2025 RETURN MAIL NOTICES, MAIL SERVICES	42,920	0.50	21,460.00
	MAY 12, 2025 PRECINCT CARDS, MAIL SERVICES	MAY 12, 2025 PRECINCT CARDS, MAIL SERVICES	257,481	0.50	128,740.50

SUBTOTAL	208,009.90
TAX	0.00
TOTAL	208,009.90
BALANCE DUE	**USD 208,009.90**

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.

INVOICE

KNOWiNK, LLC.
460 N Lindbergh Blvd
Saint Louis, MO 63141-7808

accountspayable@knowink.com
+1 (314) 914-1345
http://knowink.com

KNOWiNK
America's Most Trusted Poll Book

Bill to
Nadine Williams
Fulton County GA Government
Dept of Registration & Elections
130 Peachtree St, SW, Ste 2186
Atlanta, GA 30303

Ship to
Nadine Williams
Fulton County GA Government
5600 Campbellton Fairburn Rd
Fairburn, GA 30213

Invoice details
Invoice no.: 21876
Terms: Net 30
Invoice date: 09/11/2025
Due date: 10/11/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	07/31/2025	**July 2025 No Contact Mail Services**	July 2025 No Contact Mail Services	24166	$0.78	$18,849.48
2.	07/31/2025	**Sales**	Special Precinct Cards July 2025	80354	$0.55	$44,194.70
3.	09/10/2025	**Sept 2025 NCOA Mail Services**	Sept 2025 NCOA Mail Services	32782	$0.78	$25,569.96

Total **$88,614.14**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0750 **Meeting Date:** 10/1/2025

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Intergovernmental Agreement, Registration & Elections, to conduct Special Elections in conjunction with the November 4, 2025, Public Service Commission General / Municipal Elections and the December 2, 2025, Public Service Commission General runoff / Municipal Runoff elections for the City of: Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, and Union City. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
This Agenda item is presented pursuant to O.C.G.A. 21-2-45(c) of the Georgia Election Code which authorizes the County to contract with the governing authority of any municipality which lies wholly or partially within the County, to conduct any or all, of that municipality's elections.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background: Fulton County has been requested to conduct Special Elections in conjunction with the November 4, 2025, Public Service Commission General / Municipal Elections and the December 2, 2025, Public Service Commission General runoff / Municipal Runoff elections for the city of:
Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek,

Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, and Union City. The previously mentioned IGA were approved at the September 11, 2025, Board of Registration & Elections meeting.

Per action of the Board of Commissioners on August 7, 2019, that in even-numbered years when Fulton County is holding a regularly scheduled Primary, Primary Runoff, General Election or General Election Runoff, the County will pay the costs of conducting municipal and school district elections.

Scope of Work: Intergovernmental Agreement for Fulton County to conduct Special Elections in conjunction with the November 4, 2025, Public Service Commission General / Municipal Elections and the December 2, 2025, Public Service Commission General runoff / Municipal Runoff elections for the City of: Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, and Union City. The listed cities IGA were approved at the September 11, 2025, Board of Registration & Elections meeting.

Community Impact: Registration and Elections staff is not aware of any community impact.

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The approval of this proposed Intergovernmental Agreement will ensure the Department to follow state election laws.

Community Issues/Concerns: Department of Registration & Elections is not aware of any community issues or concerns with the proposed Intergovernmental Agreements (IGA).

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns with the proposed Intergovernmental Agreements (IGA).

Fiscal Impact / Funding Source: N/A

Exhibits Attached:

Exhibit 1: Intergovernmental Agreements for City of:
Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, and Union City

Contact Information:

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

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF ALPHARETTA, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 18th day of August, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Alpharetta, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election and any associated runoff elections which may occur;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election, and any associated runoff elections which may occur, at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Pursuant to O.C.G.A. § 21-2-260 *et seq.*, providing legal notice and adopting municipal precinct lines and municipal polling place locations as set by Fulton County.

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying the City's voter list and street maintenance files by **September 26, 2025.**

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$136,572.46** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation alleged to have arisen solely from the acts of the City, City's agents or City employees, in connection with any City Election held pursuant to this Agreement. The County shall be solely responsible for any liability resulting from any claims or litigation arising solely from the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. If liability resulting from such claims or litigation is found to be attributable to the City, the City agrees to reimburse the County for associated costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any such invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation alleged to have arisen solely from the acts of the City, City's agents or City employees, in connection with any City Election held pursuant to this Agreement. The County shall be solely responsible for any liability resulting from any claims or litigation arising solely from the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. If liability resulting from such claims or litigation is found to be attributable to the City, the City agrees to reimburse the County for associated costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of such invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:
City Clerk
2 Park Plaza
Alpharetta, Georgia 30009

City Attorney

With a copy to: Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

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

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF ALPHARETTA, GEORGIA

Jim Gilvin, Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

Chris Lagerbloom, City Administrator

EXHIBIT A

As per the Agreement executed on August 18th, 2025, the City of Alpharetta, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

This 18th day of August, 2025

Lauren Shapiro
City Clerk

Fulton County, Georgia agrees to conduct the City of Alpharetta's General and potential Runoff Elections beginning on **November 4, 2025**. within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Exhibit B
INVOICE

Fulton County Department of Registration and Elections
5600 Campbellton Fairburn Road
Fairburn, Georgia 30213
Phone: (404) 612-7020

Date: 7/1/2025
INVOICE # ALP122025

TO
City of Alpharetta
City Clerk's Office
Two South Main Street
Alpharetta, GA 30201
678-297-6003
Attn: Ms. Lauren Shapiro

Item no.	Description	Total
1	Advance to Conduct City of Alpharetta Public Service Commission General / Municipal General Runoff Election - December 2, 2025	$136,572.46
	TOTAL DUE	$ 136,572.46

MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE"
MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213
PAYMENT DUE: NOVEMBER 18, 2025

LAW ENFORCEMENT GUIDELINES

FULTON VOTES

On behalf of the Fulton County voters and poll workers, we extend our gratitude to all law enforcement officers who have volunteered to help secure the election process. Your service in ensuring a safe voting environment for both voters and poll workers is deeply appreciated.

We respectfully request that all law enforcement officers familiarize themselves with the following protocols and election laws. For any concerns or potential violations, please consult with the Poll Manager for guidance.

Please review the following protocols:

- All officers are required to sign in with the Poll Manager using the Technician iPad upon both arrival and departure. This will ensure proper verification and processing of invoices for payroll purposes.
- Officers must remain inside the precinct for the duration of their work hours, unless specifically assigned to parking or traffic monitoring. The visible presence of officers is crucial for maintaining the security of the polling location.
- Officers are requested to stay on-site until the Poll Manager has fully completed both the opening and closing procedures. Although voting hours end at 7 PM, the closing of the polls and other related tasks occur afterward. For the security of the Poll Manager and poll staff, officers are to remain on the premises until all poll workers have left. Officers will be compensated for the full hours worked.

For your reference, here are the most common incidents at polling locations that require adherence to election codes:

- Voting Hours: Voters who are in line at the time of poll closing must be allowed to vote. Please refer to the Advance Voting schedule for specific hours. On Election Day, all polls close at 7 PM, and voters in line by 7 PM are to be permitted to vote.
- Poll Watchers & Monitors: Poll watchers and Monitors must present their Fulton County Registration & Elections-issued ID upon arrival. The Poll Manager will have a list of verified poll watchers and monitors. Only those listed, with credential letters on file and an ID issued by our office, are permitted. For any needed verification, the Poll Manager should contact the Fulton County Department of Registration & Elections Call Center.
- Telephone Usage: No person is permitted to use cameras, electronic monitoring devices, or cell phones inside polling places while voting is taking place. Poll watchers and Monitors are also prohibited from using such devices or cell phones within the enclosed space where they are observing the election and the vote counting process.
- Interference/Harassment: Any interference with the election process is illegal. Harassment of poll workers, voters, or any actions that obstruct poll workers from completing their duties will not be tolerated. The Poll Manager has the authority to ask public observers, voters, monitors, or poll watchers to leave or be removed if necessary.
- Exit Polling: Exit polling or public opinion polling is only allowed within 25 feet of the exit of any building containing a polling location. Polling is not permitted at the entry of the polling location or before voters have cast their ballots.
- No Campaigning: Campaigning within 150 feet of the outer edge of any building containing a polling place is strictly prohibited. This includes clothing, signs on vehicles, and any other campaign material. The name of any candidate on the ballot cannot be displayed. Poll watchers and monitors must also follow the 150-foot rule and are not allowed to engage in any form of campaigning within the polling place.
- Media: Before media personnel are permitted inside the polling site, coordination must be made with Fulton County External Affairs, Regina Waller, 404-735-8889, to ensure that media guidelines are followed.
- Events/Water/Food for Voters: Any events, as well as water or food distribution to voters, must take place at least 150 feet from the outer edge of any building containing a polling place.
- Public Observation: Members of the public are allowed to observe the opening and closing of the polls, both before and after voting hours. The public must not be locked out of the polling place during these times. However, they are not permitted inside the enclosed space (beyond the poll pads or near the voting equipment) unless they are actively voting. Poll watchers and monitors are allowed inside the enclosed space.

Thank you for your service and support.

CITY COUNCIL
ATLANTA, GEORGIA

25-R-3658

A RESOLUTION BY COMMITTEE ON COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH FULTON COUNTY TO CONDUCT THE 2025 CITY OF ATLANTA MUNICIPAL GENERAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH ON NOVEMBER 4, 2025 AND IF NECESSARY, TO CONDUCT A CITY OF ATLANTA GENERAL RUNOFF ELECTION TO BE HELD ON DECEMBER 2, 2025 OR SUCH OTHER AUTHORIZED DATE; TO APPOINT THE FULTON COUNTY BOARD OF REGISTRATION AND ELECTIONS, WITH THE DIRECTOR OF THE FULTON COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION(S), AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Section 21-2-9 (c) of the Georgia Election Code there shall be a City of Atlanta General Municipal Election on November 4, 2025, in all of the City's regular and customary precincts and polling places within Fulton and DeKalb Counties; with such polling places to remain open continuously from 7:00 a.m. until 8:00 p.m. in accordance with Section 21-2-403 of the Georgia Election Code; and if necessary, there shall be a General Run-Off Election in all applicable precincts on December 2, 2025; and

WHEREAS, in accordance with Section 21-2-45 (c) of the Georgia Election Code, the Fulton County Board of Registration and Elections has requested that the City of Atlanta enter into an Intergovernmental Agreement ("IGA") for the conduct of the November 4, 2024, General Municipal Election, and if necessary, the December 3, 2025, General Run-Off Election; and

WHEREAS, the City of Atlanta wishes to enter into said IGA with Fulton County for the conduct of the General Municipal Election to be held on the statutorily authorized date of November 4, 2025, and any necessary General Run-Off election to be held on December 3, 2025 or such other authorized date; and

WHEREAS, in accordance with Official Code of Georgia Sections 21-2-70.1(b), 21-2-380.1 and 21-2-212(c), the governing authority of the City of Atlanta is to appoint a municipal election superintendent, an absentee ballot clerk and a municipal registrar in a public meeting and the appointments shall be recorded in the minutes of said meeting; and

WHEREAS the City of Atlanta will advance all expenses associated with such election(s) in a manner provided in said IGA.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that in accordance with Section 21-2-45(c) of the Georgia Election Code, the Mayor of the City of Atlanta is hereby authorized to enter into an IGA with Fulton County to conduct the November 4, 2025 General Municipal Election, and if necessary, the December 3, 2025 General Run-Off Election within the City of Atlanta ("City") in both Fulton County and DeKalb County, at all of the regular and customary precincts and polling places; as requested by the City in accordance with the IGA, in substantially similar form as Exhibit A, attached hereto; and

BE IT FURTHER RESOLVED, that the conduct of the General Municipal Election and any necessary General Run-off election includes the full operation of all early voting locations and processes; and

BE IT FURTHER RESOLVED, that the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-70.1(b) of the Georgia Election Code does hereby appoint the Fulton County Board of Registration and Elections, with the Director of the Fulton County Department of Registration and Elections acting as

its agent, as the Municipal Election Superintendent for the purpose of conducting said City of Atlanta General Municipal Election and any necessary General Run-Off Election in all precincts within the City of Atlanta in both Fulton County and DeKalb County.

BE IT FURTHER RESOLVED, that the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-380.1 does hereby appoint the Fulton County Board of Registration and Elections, with the Director of the Fulton County Department of Registration and Elections acting as its agent, as Absentee Ballot Clerk for said Election(s).

BE IT FURTHER RESOLVED, that the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-212(c) does hereby appoint the Fulton County Board of Registration and Elections, with the Director of the Fulton County Department of Registration and Elections acting as its agent, as Municipal (Chief) Registrar for said Election(s).

BE IT FURTHER RESOLVED, that the projected cost, calculated by and received from Fulton County, to conduct the November 4, 2025General Municipal Election is $0; and the projected not to exceed cost to conduct the December 3, 2025 General Run-Off Election (if necessary) is $1,110,138.48, for a total not to exceed $1,110,138.48, shown as Exhibit B.

BE IT FURTHER RESOLVED That the City of Atlanta shall pay Fulton County an amount not to exceed $1,110,138.48 for the conduct of said General Run-Off Election (if necessary).

BE IT FURTHER RESOLVED, that the City of Atlanta shall pay Fulton County an amount not to exceed $1,110,138.48 for the conduct of said General Municipal Election and General Run-Off Election (if necessary).

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare an appropriate intergovernmental agreement with Fulton County for execution by the Mayor, in substantially the form attached hereto and identified as Exhibit A, and to be approved by the City Attorney as to final form.

BE IT FURTHER RESOLVED,: that the intergovernmental agreement with Fulton County shall not become binding on the City and the City shall incur no liability upon same until such agreement has been signed by the Mayor, signed, sealed and delivered by the Municipal Clerk to the contracting party; and

BE IT FURTHER RESOLVED, that all fees authorized pursuant to said IGA shall be charged to and paid from Account Number 1001 (General Fund) 200317 (Ndp - Fulton County Election Expense) 5710001 (Payments to Other Govt's) 1400000 (Elections).

BE IT FINALLY RESOLVED that all resolutions or parts of resolutions in conflict herewith are hereby waived to the extent of the conflict.

A true copy,

Corrine A. Lindo

Municipal Clerk

ADOPTED by the Atlanta City Council **JUL 07, 2025**

APPROVED per City Charter Section 2-403 **JUL 16, 2025**

LEGISLATION HISTORY – BLUE BACK

CITY COUNCIL
ATLANTA, GEORGIA

25-R-3658

A RESOLUTION BY COMMITTEE ON COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH FULTON COUNTY TO CONDUCT THE 2025 CITY OF ATLANTA MUNICIPAL GENERAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH ON NOVEMBER 4, 2025 AND IF NECESSARY, TO CONDUCT A CITY OF ATLANTA GENERAL RUNOFF ELECTION TO BE HELD ON DECEMBER 2, 2025 OR SUCH OTHER AUTHORIZED DATE; TO APPOINT THE FULTON COUNTY BOARD OF REGISTRATION AND ELECTIONS, WITH THE DIRECTOR OF THE FULTON COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION(S), AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

Workflow List:

Committee on Council	Completed	07/07/2025 11:00 AM
Atlanta City Council	Completed	07/07/2025 1:00 PM

RESULT:	**FAVORABLE [UNANIMOUS]**
MOVER:	Liliana Bakhtiari, District 5
SECONDER:	Byron D. Amos, Vice Chair, District 3
AYES:	Collins, Amos, Bakhtiari, Boone, Farokhi, Shook, Winston

Certified by Presiding Officer	Certified by Clerk
CERTIFIED 7/7/2025 ATLANTA CITY COUNCIL PRESIDENT Doug Shipman	CERTIFIED 7/7/2025 MUNICIPAL CLERK Corrine A Lindo
Mayor's Action *See Authentication Page Attachment*	

ADOPTED BY

COUNCIL 07/07/2025

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF ATLANTA, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Atlanta, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$1,110,138.48** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk

With a copy to:

City Attorney

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

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

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF ATLANTA, GEORGIA

_____ **(SEAL)**

Mayor

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

CITY OF ATLANTA, GEORGIA

_____ **(SEAL)**

Mayor

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

EXHIBIT A

As per the Agreement executed on July 21, 2025, the City of Atlanta, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 21st day of July, 2025.

_____ (SEAL)
City Clerk

Fulton County, Georgia agrees to conduct the City of Atlanta's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CITY OF ATLANTA, GEORGIA

_____ **(SEAL)**

Mayor

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF CHATTAHOOCHEE HILLS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Chattahoochee Hills, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request

("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$7,480.12** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The

City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:
City Clerk
S. Diane White
City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, GA 30268

With a copy to:
City Attorney
Rick Lindsey
Lindsey & Lacy, PC
200 Westpark Drive, Suite 280
Peachtree City, GA 30269

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

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

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF CHATTAHOOCHEE HILLS, GEORGIA

Tom Reed, Mayor

APPROVED AS TO FORM:

Rick Lindsey, City Attorney

APPROVED AS TO SUBSTANCE:

S. Diane White, City Clerk

EXHIBIT A

As per the Agreement executed on ___September 9, 2025_____, the City of Chattahoochee Hills, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This ___9th___ day of _September___, 2025.

S Reine White

City Clerk

Fulton County, Georgia agrees to conduct the City of Chattahoochee Hills's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF COLLEGE PARK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 21st day of July, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of College Park, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk

_____

_____

With a copy to:

City Attorney

_____

_____

FULTON COUNTY, GEORGIA

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____

DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

EXHIBIT A

As per the Agreement executed on July 21 2025, the City of College Park, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 21st day of July, 2025.

Kelly L Bagnes
City Clerk

Fulton County, Georgia agrees to conduct the City of College Park's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Exhibit B
INVOICE

Fulton County Department of Registration and Elections
5600 Campbellton Fairburn Road
Fairburn, Georgia 30213
Phone: (404) 612-7020

Date: 7/1/2025
INVOICE # COL122025

TO
City of College Park
Deputy City Clerk's Office
3667 Main Street
College Park, GA 30337
404-669-3754
Attn: Ms. Queenie Brown

Item no.	Description	Total
1	Advance to Conduct City of College Park Public Service Commission General / Municipal General Runoff Election - December 2, 2025	$29,292.04
	TOTAL DUE	$29,292.04

MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE"
MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213
PAYMENT DUE: MARCH 28, 2025

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF EAST POINT, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 7th day of July, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of East Point, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025.**

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$79,616.45** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk

_____

_____

With a copy to:

City Attorney

_____

_____

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

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

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF EAST POINT, GEORGIA

Deana Holiday Ingraham

AF32089C45615E7075 9AF341734455EA contractworks

Mayor

APPROVED AS TO FORM:

L'Erin Wiggins

65A93658E83FF2CED005F4DB548C4EA3 contractworks

City Attorney

APPROVED AS TO SUBSTANCE:

Keshia McCullough

DBFE209E5ECDFB488B9DF0553813E16D contractworks

City Clerk

EXHIBIT A

As per the Agreement executed on July 7, 2025, the City of East Point, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025.**

The list of early voting locations will be forthcoming.

This 7th day of July, 2025.

Keshia McCullough
City Clerk

Fulton County, Georgia agrees to conduct the City of East Point's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF FAIRBURN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Fairburn, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025,** City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025.**

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$33,245.55** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025.**

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

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6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

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7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025.**

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk
Attn: Brenda James
City of Fairburn
314 NW Broad Street
Fairburn, GA 30213
770-964-2244
bjames@fairburn.com

With a copy to:

City Attorney
Rory K. Starkey, Esq.
Starkey Law Group (SLG)
561 Thornton Road, Suite G
Lithia Springs, GA 30122
(678) 909-2096

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

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

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF FAIRBURN, GEORGIA

_____ **(SEAL)**

Mayor

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

EXHIBIT A

As per the Agreement executed on July 14, 2025, the City of Fairburn, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 14 day of July, 2025.

Brenda B James (SEAL)
City Clerk

CITY OF FAIRBURN 1854 SEAL 1925 GEORGIA

Fulton County, Georgia agrees to conduct the City of Fairburn's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF HAPEVILLE, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 5 day of August, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Hapeville, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025.**

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$11,754.47** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:
City Clerk
Attn: Sharee Steed
City of Hapeville
3468 Noarth Fulton Avenue
Hapeville, Georgia 30354

With a copy to:
City Attorney
Smith Welch Webb & White, LLC
Attn: Lajuana Ransaw
2200 Keys Ferry Court
McDonough, Georgia 30253

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

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

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF HAPEVILLE, GEORGIA

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on August 5, 2025, the City of Hapeville, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

This 5th day of August, 2025

City Clerk

CITY OF HAPEVILLE SEAL GEORGIA

Fulton County, Georgia agrees to conduct the City of Hapeville's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF JOHNS CREEK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Johns Creek, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$164,939.10** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. §.21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City of Johns Creek
Attn: Allison Tarpley, City Clerk
11360 Lakefield Drive
Johns Creek, GA 30097

With a copy to:

City of Johns Creek
Attn: Angela C. Couch, City Attorney
11360 Lakefield Drive
Johns Creek, GA 30097

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

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

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF JOHNS CREEK, GEORGIA

_____ **(SEAL)**
John Bradberry
Mayor

APPROVED AS TO FORM:

Angela C. Couch, City Attorney

APPROVED AS TO SUBSTANCE:

Allison Tarpley, City Clerk

EXHIBIT A

As per the Agreement executed on July 28, 2025, the City of Johns Creek, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 4th day of August, 2025.

Allison Tarpley (SEAL)
Allison Tarpley
City Clerk

Fulton County, Georgia agrees to conduct the City of Johns Creek's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

STATE OF GEORGIA
FULTON COUNTY

R2025-06-16

RESOLUTION OF THE MAYOR AND COUNCIL FOR THE CITY OF JOHNS CREEK, GEORGIA CALLING A REFERENDUM TO BE HELD ON NOVEMBER 4, 2025, TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF JOHNS CREEK; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council for the City of Johns Creek (the "**Mayor and Council**"), the governing body of Johns Creek, Georgia (the "**City**"), a municipal corporation of the State of Georgia, deems it necessary and in the best interest of the citizens of the City to incur bonded debt in accordance with the provisions of Official Code of Georgia Annotated ("**O.C.G.A**") § 36-82-1, *et seq.*, for the purposes of funding the construction, installation, and equipping of a performing arts center and related facilities, and as further set out in the Notice of Election attached hereto as Exhibit A (the "**Notice**"), which is hereby authorized to be published and which is incorporated in this resolution; and

WHEREAS, the Mayor and Council desire to provide the voters of the City with the opportunity to vote pursuant to law in favor of or against the issuance of general obligation bonds.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the City of Johns Creek in public meeting assembled, and it is hereby resolved by the authority of the same that:

1. A referendum to be held in the City on November 4, 2025 (the "**Referendum**"), is hereby authorized to be called, at which Referendum there shall be submitted to the qualified voters of the City for their determination the question of whether the City shall issue general obligation bonds (the "**Bonds**") for the purposes of funding the construction, installation, and equipping of a performing arts center and related facilities, as shown in the Notice.

2. The Bonds shall be general obligation debt of the City. The principal amount of the Bonds to be issued shall not exceed $40,000,000. The maximum rate or rates of interest on the Bonds shall not exceed six percent (6.0%) per annum and the maximum amount of principal to be paid in each year during the life of the Bonds shall be as shown in the Notice.

3. Due provisions shall be made at the holding of the Referendum so that those voting at the Referendum who favor the issuance of the Bonds may vote for the issuance thereof, and those voting at said Referendum who oppose the issuance of the Bonds may vote against the issuance thereof, and the question to be voted on in the Referendum shall appear on the ballots or ballot labels in precisely the form set forth in the Notice attached hereto as Exhibit A.

4. The City Clerk is hereby authorized and directed to deliver a certified copy of this resolution to the Fulton County Board of Elections and Registration, as Election Superintendent (the "**Election Superintendent**").

5. The Election Superintendent is requested to issue the call for the Referendum to be held on November 4, 2025, not less than 30 days prior to the date of the Referendum. The Election Superintendent shall cause the date and purpose of the Referendum to be published once at least 30 days preceding the date of the Referendum and once each week beginning not less than 30 days preceding the date of the Referendum in the official legal organ of Fulton County and the Notice will be substantially in the form attached hereto and made a part hereof as Exhibit A.

6. The Referendum hereby authorized to be called shall be held in accordance with the provisions of O.C.G.A. § 36-82-1 *et seq.*, by the same persons, in the same manner, and under the same rules and regulations that elections for the Mayor and Council are held, and the managers of the Referendum shall make returns thereof to the Election Superintendent and the City, which, in the presence of and together with the several managers of the Referendum, shall consolidate said returns and declare the result of the Referendum.

7. If the Bonds are authorized to be issued, the City shall adopt a bond resolution providing for the levy of a tax sufficient in an amount to pay the principal of the Bonds at their respective maturities and the interest thereon as the same becomes due as required by the Constitution of the State of Georgia.

8. If general obligation debt is to be issued, the City reasonably expects that, prior to issuance of such debt, it will be necessary for funds of the City to be expended on the acquisition, construction, and equipping of the projects set forth in the Notice and wish such expenditures to be reimbursed from proceeds of the sale of such general obligation debt. Therefore, subject to approval of the voters of the City, the City hereby declares its official intent to have original expenditures on the projects to be reimbursed with proceeds from the sale of such debt in the maximum amount of $40,000,000 (to the extent permitted by § 1.150-2 of the Treasury Regulations). Such reimbursement allocations shall be made not later than 18 months after the later of (i) the date the original expenditure is paid or (ii) the date the projects are placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

9. The proper officers and agents of the City are hereby authorized to take any and all further actions as may be required in connection with the calling and holding of the Referendum all as herein provided. All resolutions or parts of resolutions, if any, in conflict herewith shall be and the same hereby are repealed.

ADOPTED, this June 26, 2025.

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

Attest: Allison Tarpley
Allison Tarpley, City Clerk

APPROVED AS TO FORM:

Angela C. Couch
City Attorney

Exhibit A

NOTICE OF BOND ELECTION
TO THE QUALIFIED VOTERS OF THE CITY OF JOHNS CREEK, GEORGIA

Pursuant to a resolution adopted by the Mayor and Council of the City of Johns Creek, Georgia (the "City") on June 26, 2025, and a call for a referendum issued by the Fulton County Board of Elections and Registration, as Election Superintendent (the "Referendum"), notice is hereby given as follows:

1. On November 4, 2025, a special election will be held in the City to submit to the qualified voters of the City the following question:

GENERAL OBLIGATION BONDS

( ) YES
( ) NO

Shall the City of Johns Creek issue general obligation bonds in an aggregate principal amount not to exceed $40,000,000 for the purpose of (i) funding the construction, installation, and equipping of a Performing Arts Center, and (ii) paying the costs and expenses related to such bonded indebtedness?

2. All qualified voters desiring to vote in favor of the issuance of general obligation bonds shall vote "Yes" and all qualified voters opposed to levying the tax shall vote "No." If more than one-half of the votes cast are in favor of issuance of the general obligation bonds by the City (the "Bonds"), then the City will be authorized to issue the Bonds as provided by law.

3. The Bonds shall be general obligation debt of the City. The principal amount of the Bonds to be issued shall not exceed $40,000,000. The maximum rate or rates of interest on such debt shall not exceed six percent (6.0%) per annum. The maximum amount of principal to be paid in each year during the life of the debt shall be as follows:

Year	Principal Amount Maturing	Year	Principal Amount Maturing
Year 1	$1,210,000	Year 11	$1,970,000
Year 2	1,270,000	Year 12	2,070,000
Year 3	1,335,000	Year 13	2,175,000
Year 4	1,400,000	Year 14	2,280,000
Year 5	1,470,000	Year 15	2,395,000
Year 6	1,545,000	Year 16	2,515,000
Year 7	1,620,000	Year 17	2,640,000
Year 8	1,700,000	Year 18	2,775,000
Year 9	1,790,000	Year 19	2,910,000
Year 10	1,875,000	Year 20	3,055,000

The City may issue aggregate general obligation debt which is less than $40,000,000 and reduce the principal amounts maturing which are shown above. The Bonds may be made subject

to redemption prior to maturity, to the extent permitted by law, upon terms and conditions to be determined by the City.

4. If the Bonds are authorized to be issued, the City shall adopt a bond resolution providing for the levy of a tax sufficient in an amount to pay the principal of the Bonds at their respective maturities and the interest thereon as the same becomes due as required by the Constitution of the State of Georgia.

5. To the extent available, the City may combine available funds with proceeds from the Bonds, and any other available funds, to pay the costs of the funding the construction, installation, and equipping of a Performing Arts Center and related facilities such as parking and sidewalks. Plans and specifications for these purposes have not been completed and bids have not yet been received but are expected to include an approximately 800-seat performance hall and a multi-purpose room that will in combination support both performances (for symphony, chorale, dance, theater, etc.) as well as meetings and gatherings for a true multi-purpose venue.

6. Reference is hereby made to Official Code of Georgia Annotated § 36-82-1(d), which provides in part that any brochures, listings, or other advertisements issued by the City or by any other person, firm, corporation, or association with the knowledge and consent of the Mayor and Council shall be deemed to be a statement of intention of the City concerning the use of bond funds.

7. In accordance with Official Code of Georgia Annotated § 36-82-2, the Referendum shall be held by the same persons, in the same manner, and under the same rules and regulations that elections for members of the Mayor and Council of the City are held. The returns shall be made to the officers calling or ordering the Referendum. Such officers, in the presence of and together with the several managers, who shall bring up the returns, shall consolidate the returns and declare the result.

8. The last day to register to vote in the Referendum is Monday, October 6, 2025, or as otherwise provided by law. Anyone desiring to register may do so by applying online at https://georgia.gov/register-vote or in person at the Fulton County Government Center located at 130 Peachtree Street SW, Suite 2186, Atlanta, GA 30303-3460, or by any other method authorized by the Georgia Election Code.

9. The Referendum will be held on Tuesday, November 4, 2025. The polls will be open from 7:00 a.m. until 7:00 p.m.

This _____, 2025.

(FORM)_____
Election Superintendent

To be published at least 30 days prior to and at least once per week
beginning at least 30 days prior to November 4, 2025.

STATE OF GEORGIA
FULTON COUNTY

R2025-06-16

CITY CLERK'S CERTIFICATE

The undersigned City Clerk for the City of Johns Creek, Georgia, keeper of the records and seal thereof, certifies that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of the Mayor and Council for the City of Johns Creek in a meeting assembled on June 26, 2025, the original of which resolution has been entered in the official records of the City under my supervision and is in my official possession, custody, and control.

I further certify that said meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

Allison Tarpley, City Clerk

STATE OF GEORGIA
FULTON COUNTY

R2025-06-16

STATE OF GEORGIA)
)
CITY OF FULTON)

ORDER

The Fulton County Board of Elections and Registration having been furnished with a certified copy of the resolution of the Mayor and Council of the City of Johns Creek adopted on June 26, 2025, requesting the undersigned to call an election on November 4, 2025, relative to approval of the issuance of general obligation debt described in said resolution, does hereby call said election on November 4, 2025, and orders and directs that the form of election notice contained in said resolution and required by law to be published in connection with the election be published as provided by law.

This _____, 2025.

_____
Chairman, Fulton County
Board of Elections and Registration

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF MILTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Milton, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Pursuant to O.C.G.A. § 21-2-260 *et seq.*, providing legal notice and adopting municipal precinct lines and municipal polling place locations as set by Fulton County.

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$83,795.34** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The

City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation alleged to have arisen solely from the acts of the City, City's agents or City employees, in connection with any City Election held pursuant to this Agreement. The County shall be solely responsible for any liability resulting from any claims or litigation arising solely from the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. If liability resulting from such claims or litigation is found to be attributable to the City, the City agrees to reimburse the County for associated costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any such invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation alleged to have arisen solely from the acts of the City, City's agents or City employees, in connection with any City Election held pursuant to this Agreement. The County shall be solely responsible for any liability resulting from any claims or litigation arising solely from the acts of agents or employees of the County, the Couy Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. If liability resulting from such claims or litigation is found to be attributable to the City, the City agrees to reimburse the County for associated costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of such invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or

council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:
City Clerk

_____

_____

With a copy to:
City Attorney

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____

DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF MILTON, GEORGIA

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of Milton, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This _____ day of _____, 2025.

_____ (SEAL)
City Clerk

Fulton County, Georgia agrees to conduct the City of Milton's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF MOUNTAIN PARK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 29 day of July, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Mountain Park, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025.**

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$1,405.34** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a

result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees

to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written

notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk

_____

_____

With a copy to:

City Attorney

_____

_____

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

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

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF MOUNTAIN PARK, GEORGIA

_____ **(SEAL)**

Mayor

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

EXHIBIT A

As per the Agreement executed on 7/29/2025, the City of Mountain Park, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025.**

The list of early voting locations will be forthcoming.

.

This 29 day of July, 2025.

(SEAL)
City Clerk

Fulton County, Georgia agrees to conduct the City of Mountain Park's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Docusign Envelope ID: B58CF26B-CB5E-4648-9587-FD447D3CB0C0

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF PALMETTO, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 9th day of September, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Palmetto, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

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1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

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j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$8,991.52** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025.**

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

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5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

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7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk
Jasmine A. Ridges
509 Toombs Street, Palmetto, GA 30268

With a copy to:

City Attorney
Signed by:
L'Erin Barnes Wiggins, Esq.
30B5C45DD307435...

Also contact:

Mrs. Sylvia Bedic
City Administrator
509 Toombs Street
Palmetto, GA 30268

Docusign Envelope ID: B58CF26B-CB5E-4648-9587-FD447D3CB0C0

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

Docusign Envelope ID: B58CF26B-CB5E-4648-9587-FD447D3CB0C0

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest:
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF PALMETTO, GEORGIA

Mayor

APPROVED AS TO FORM:

Signed by:
L'Erin Barnes Wiggins, Esq.
30B5C450D307435...

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

Docusign Envelope ID: B58CF26B-CB5E-4648-9587-FD447D3CB0C0

EXHIBIT A

As per the Agreement executed on September 9, 2025, the City of Palmetto, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

This 9th day of Sept., 2025.

Jasmine A. Ridgeway (SEAL)
City Clerk

Fulton County, Georgia agrees to conduct the City of Palmetto's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF ROSWELL, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Roswell, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

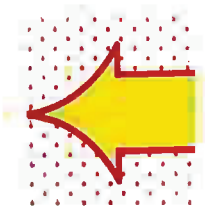
If to the City:

City Clerk
Nancy Saviano Long
38 Hill Street
Boswell, Ga 30075

With a copy to:

City Attorney
David Davidson
38 Hill Street, Suite 110
Boswell, Ga. 30075

FULTON COUNTY, GEORGIA



_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____

DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF ROSWELL, GEORGIA

Mayor

APPROVED AS TO FORM:

City Attorney, David Davidson

APPROVED AS TO SUBSTANCE:

City Clerk, Nancy Saviano Long

EXHIBIT A

As per the Agreement executed on July 28, 2025, the City of Roswell, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 28th day of July, 2025.

Nancy Soriano Long (SEAL)
City Clerk

Fulton County, Georgia agrees to conduct the City of Roswell's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

Exhibit B
INVOICE

Fulton County Department of Registration and Elections
5600 Campbellton Fairburn Road
Fairburn, Georgia 30213
Phone: (404) 612-7020

Date: 7/3/2025
INVOICE #
ROS112025REVISED

TO **City of Roswell**
Deputy City Clerk's Office
38 Hill Street, Suite 115
Roswell, GA 30075
770-597-6283
Attn: Ms. Nancy long

Item no.	Description	Total
1	One (1) Additional Advance Polling location: Advance to Conduct City of Roswell Public Service Commission General / Municipal General Election - November 4, 2025	$41,770.00
	Cost of $41,770.00 per location	
	TOTAL DUE	$41,770.00
MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE" MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213 PAYMENT DUE: AUGUST 7, 2025		

Exhibit B
INVOICE

Fulton County Department of Registration and Elections
5600 Campbellton Fairburn Road
Fairburn, Georgia 30213
Phone: (404) 612-7020

Date: 7/1/2025
INVOICE # ROS122025

TO
City of Roswell
Deputy City Clerk's Office
38 Hill Street, Suite 115
Roswell, GA 30075
770-597-6283
Attn: Ms. Nancy long

Item no.	Description	Total
1	Advance to Conduct City of Roswell Public Service Commission General / Municipal General Runoff Election - December 02, 2025	$196,978.19
	TOTAL DUE	$196,978.19

MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE"
MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213
PAYMENT DUE: NOVEMBER 18, 2025

Exhibit B
INVOICE

Fulton County Department of Registration and Elections
5600 Campbellton Fairburn Road
Fairburn, Georgia 30213
Phone: (404) 612-7020

Date: 7/3/2025
INVOICE #
ROS112025REVISED

TO **City of Roswell**
Deputy City Clerk's Office
38 Hill Street, Suite 115
Roswell, GA 30075
770-597-6283
Attn: Ms. Nancy long

Item no.	Description	Total
1	One (1) Additional Advance Polling location: Advance to Conduct City of Roswell Public Service Commission General / Municipal General Election - November 4, 2025	$41,770.00
	Cost of $41,770.00 per location	
	TOTAL DUE	$41,770.00

MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE"
MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213
PAYMENT DUE: AUGUST 7, 2025

City of Roswell
Meeting Minutes
Mayor and Council
Special Called Meeting

Mayor Kurt Wilson
Councilmember Sarah Beeson
Councilmember Christine Hall
Councilmember G. Lee Hills
Councilmember David Johnson
Councilmember William Morthland
Councilmember Allen Sells

Wednesday, March 26, 2025	5:00 PM	City Hall - Council Chambers

Welcome

Mayor Kurt Wilson: Present, Councilmember Sarah Beeson: Present, Councilmember Christine Hall: Present, Councilmember G. Lee Hills: Present, Councilmember David Johnson: Present, Councilmember William Morthland: Present, Councilmember Allen Sells: Present.

Invocation/Moment of Silence - Calvin Asbury

Pledge of Allegiance - Calvin Asbury

Administration and Governance Department - Liaison Councilmember Christine Hall

1. **Approval of an additional Advance Voting site for the November 2025 Municipal General Election.**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Christine Hall, Councilmember
SECONDER:	David Johnson, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

Environmental / Public Works Department - Liaison Councilmember Allen Sells

Department Head Brian Watson

2. **Approval to award a contract to Winter Construction for the Green Street Parking Deck in the amount of $14,485,600 and budget amendment (BA31615653-03-27-25) in amount of $500,000.**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Allen Sells, Councilmember
SECONDER:	G. Lee Hills, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

Resolution No. 2025-07-25

State of Georgia
County of Fulton

July 28, 2025

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ROSWELL, GEORGIA AUTHORIZING FULTON COUNTY TO CONDUCT THE GENERAL MUNICIPAL ELECTION INCLUDING ANY RUNOFF ELECTION AND AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) FOR PROVISION OF THE SAME

WHEREAS, O.C.G.A. Section 21-2-45 authorizes a municipality to contract with a county within which that municipality lies to conduct elections; and

WHEREAS, Section Ch.5.30 of the Roswell Code of Ordinances provides that the city council may authorize Fulton County to conduct elections on the city's behalf; and

WHEREAS, the City of Roswell and Fulton County have prepared an Intergovernmental Agreement ("IGA") for the provision of election services; and

WHEREAS, a copy of said IGA is attached hereto and incorporated herein:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Roswell, Georgia as follows;

Fulton County is authorized to conduct elections and perform duties as superintendent of elections as provided in the attached IGA and the Mayor and/or City Administrator are authorized to execute the IGA attached hereto and incorporated here on behalf of the City of Roswell.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell, Georgia on the 28th day of July, 2025.

Kurt M. Wilson, Mayor

Attest:

Nancy Saviano Long, City Clerk

(SEAL)

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF SANDY SPRINGS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 5 day of August, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Sandy Springs, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$220,630.31** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

With a copy to:

City Attorney
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____

DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF SANDY SPRINGS, GEORGIA

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on August 5, 2025, the City of Sandy Springs, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 5th day of August, 2025.

City Clerk

Fulton County, Georgia agrees to conduct the City of Sandy Springs's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2025-004

A RESOLUTION FIXING AND PUBLISHING QUALIFYING FEES FOR OFFICES SUBJECT TO ELECTION IN THE YEAR 2025 AND FOR OTHER PURPOSES.

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof ("City Council");

WHEREAS, O.C.G.A. § 21-2-131(a)(1) provides that the governing authority of any county or municipality, not later than February 1 of any year in which a general primary, nonpartisan, or general election is to be held, shall fix and publish a qualifying fee for each office to be filled in the upcoming primary or election;

WHEREAS, the City Council, in addition to complying with this code section, intends to adequately notify the citizens of the City in order to encourage public participation in the electoral process;

WHEREAS, the City will conduct the 2025 general election, and runoff election if needed, through the execution of an Intergovernmental Agreement (IGA) for the provision of election services with Fulton County, Georgia; and

WHEREAS, this Resolution is in the best interests of the health, safety and general welfare of the City and its residents, businesses and visitors.

Section 1. ELECTION APPOINTMENT.

(A) The City Clerk is hereby appointed to act as the election superintendent, qualifying officer, and local filing officer for the 2025 General Election.

(B) The administrative office of the City of South Fulton, Georgia is hereby declared to be the office of the Election Superintendent for the purpose of candidates qualifying for the offices open for election as provided below.

Section 2. ELECTION DATES AND QUALIFYING FEES.

(A) The General Election will be held on Tuesday, November 4, 2025, the qualifying fee for the Mayoral seat shall be $1,445.67 (3% of the $48,189 annual salary). O.C.G.A. § 21-2-131(1)(a)

(B) The General Election will be held on Tuesday, November 4, 2025, the qualifying fee for City Councilmember seats shall be $1,145.67 (3% of the $38,189 annual salary). O.C.G.A. § 21-2-131(1)(a)

(C) If required by law, the Runoff Election will be held on Tuesday, December 2, 2025. O.C.G.A. § 21-2-501(4)

Section 3. COUNCILMEMBER SEATS OPEN FOR ELECTION AND THE TERMS THEREOF.

The following City Councilmember seats are open for the 2025 General Election:

(A) The office of the Mayor of the City of South Fulton, Georgia, being **Citywide**, which will be elected for a four (4) year term beginning on January 1, 2026 and ending December 31, 2029.

(B) The office of a Councilmember upon the City Council of the City of South Fulton, Georgia, being **District 2**, which will be elected for a four (4) year term beginning on January 1, 2026 and ending December 31, 2029.

(C) The office of a Councilmember upon the City Council of the City of South Fulton, Georgia, being **District 4**, which will be elected for a four (4) year term beginning on January 1, 2026 and ending December 31, 2029.

(D) The office of a Councilmember upon the City Council of the City of South Fulton, Georgia, being **District 6**, which will be elected at large for a four (4) year term beginning on January 1, 2026 and ending December 31, 2029.

Section 4. QUALIFICATION PERIOD

The days of such qualifying period shall be five (5) consecutive days, commencing at 8:30 A.M. on the third Monday, August 18, 2025, immediately preceding the general election and shall end no later than 4:30 P.M. on Friday, August 22, 2025. The place of qualifying shall be City Hall for the City of South Fulton, 5440 Fulton Industrial Blvd SW, Atlanta, GA 30336. O.C.G.A. § 21-2-132

Section 5. PUBLISHING QUALIFYING FEES AND QUALIFYING PERIOD

The Election Superintendent shall publish in the legal organ, in substantial form, the ad attached hereto as "Exhibit A."

Section 6. LAST DAY FOR VOTER REGISTRATION.

The last day for a person to register and be eligible to vote in the 2025 November General Election and Runoff Election shall be Monday, October 6, 2025. O.C.G.A. § 21-2-224(a)

Section 7. EARLIEST DAY FOR REGISTRARS TO MAIL AN ABSENTEE BALLOT/ADVANCED (ABSENTEE IN-PERSON) VOTING

The earliest day for a registrar to mail an absentee ballot and the earliest day of advanced (absentee in-person) voting for the 2025 November General Election shall be Tuesday, October 13, 2025. O.C.G.A. § 21-2-384(a)(2) and O.C.G.A. § 21-2-385(d)(1)

Section 8. LAST DAY FOR A REGISTRAR TO ISSUE ABSENTEE BALLOTS

The last day for a registrar to issue absentee ballots for the 2025 November General Election shall be Friday, October 24, 2025. O.C.G.A. § 21-2-384(a)(2)

****

Section 9. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 10. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 11. The effective date of this Resolution shall be one week from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

The foregoing RESOLUTION No. RES2025-004, adopted on January 14, 2025, was offered by Councilmember Gumbs, who moved its approval. The motion was seconded by Councilmember Rowell, and being put to a vote, the result was as follows:

	AYE	NAY
khalid kamau, Mayor		
Catherine Foster Rowell	X	
Carmalitha Gumbs	X	
Helen Zenobia Willis	X	
Jaceey Sebastian, Mayor Pro Tem	X	
Keosha B. Bell	X	
Natasha Williams-Brown	X	
Linda Becquer Pritchett	X	

THIS RESOLUTION was adopted this 14th day of January 2025.

CITY OF SOUTH FULTON, GEORGIA

khalid kamau, MAYOR

ATTEST:

COREY E. ADAMS, SR., CITY CLERK 1/23/25

CITY OF SOUTH FULTON OFFICIAL SEAL EST. 2017 GEORGIA

APPROVED AS TO FORM:

SARA KELLY, INTERIM CITY ATTORNEY

EXHIBIT A

STATE OF GEORGIA
CITY OF SOUTH FULTON

Public Notice of Qualifying Fees

Pursuant to O.C.G.A.§ 21-2-131(a)(1), the following qualifying fees were set by the City of South Fulton, Georgia in their January 14, 2025 meeting:

Mayor, Citywide	$1,445.67
City Councilmember, District 2	$1,145.67
City Councilmember, District 4	$1,145.67
City Councilmember, District 6	$1,145.67

Public Notice of Qualifying Period

Qualifying for the offices listed above will begin at 8:30 A.M. on the third Monday, August 18, 2025, immediately preceding the general election and shall end no later than 4:30 P.M. on Friday, August 22, 2025. The place of qualifying shall be City Hall for the City of South Fulton, 5440 Fulton Industrial Blvd. SW, Atlanta, GA 30336. O.C.G.A. § 21-2-132

Corey E. Adams, Sr.
Election Superintendent
South Fulton, Georgia

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF SOUTH FULTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of South Fulton, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$83,540.00 for the cost of two (2) additional advance polling location** to conduct general municipal elections and **$265,646.09 including the cost of $16,087.00 for one (1) additional advance polling location** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:
City Clerk

_5440 Fulton Industrial Blvd. South Fulton, GA 30336__

With a copy to:
City Attorney

__5440 Fulton Industrial Blvd. South Fulton, GA 30336__

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

_____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____

DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF SOUTH FULTON, GEORGIA

_____ **(SEAL)**

khalid kamau, Mayor or Designee

APPROVED AS TO FORM:

_____

Sara D.E. Kelly, Interim City Attorney

APPROVED AS TO SUBSTANCE:

_____ 7/25/25

Corey Adams, City Clerk

EXHIBIT A

As per the Agreement executed on July 22, 2025, the City of South Fulton, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 22nd day of July, 2025.

_____ (SEAL)
Corey Adams, City Clerk

Fulton County, Georgia agrees to conduct the City of South Fulton's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF UNION CITY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 19th day of August, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Union City, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

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4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$41,770.00 for the cost of one (1) additional advance polling location** to conduct general municipal elections and **$69,317.54 including cost of $16,087.00 for (1) additional advance polling location** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

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4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

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5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

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Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk
5047 Union St.
Union City, Ga 30291

With a copy to:

City Attorney
100 Habersham Dr.
Fayetteville, Ga 30214

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

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

FULTON COUNTY, GEORGIA

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

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF UNION CITY, GEORGIA

(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on August 19, 2025 the City of Union City, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025.**

The list of early voting locations will be forthcoming.

This 19th day of August, 2025.

Shaday Freeman (SE

City Clerk

Fulton County, Georgia agrees to conduct the City of Union City's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

FULTON COUNTY

TO: Municipal City Clerks

FROM: Nadine Williams, Director, Registration & Elections

DATE: February 14, 2025

SUBJECT: 2025 Election Information

This memo serves as an update to the Municipal Election Cost Memo distributed on October 17, 2024. To ensure a well-organized and efficient election process, please review the attached documents containing pertinent information. We look forward to collaborating with you in conducting successful 2025 elections and serving the voters in your municipality.

Cost to Municipalities

On January 29, 2025, the Fulton County Board of Commissioners approved the 2025 budget. Additionally, municipalities that have expressed interest in having Fulton County conduct their elections have been noted. As a result, an updated proration chart outlining potential costs for the July and December runoff elections is included for your reference. Please refer to the election calendar below for election dates and applicable municipal charges.

Municipal Election Task Timeline

The attached municipal election task timeline outlines key deadlines for the 2025 elections. Please ensure all deadlines are met to facilitate a smooth election process. If you have any questions regarding these tasks, do not hesitate to contact our team:

- John Ross, Elections Chief, john.ross@fultoncountyga.gov
- Kathryn Glenn, Registration Chief, kathryn.glenn@fultoncountyga.gov
- Janice Dickenson, Administrative Manager, janice.dickenson@fultoncountyga.gov
- Janell Barganier, Financial Manager, janell.barganier@fultoncountyga.gov

Advance Voting Locations

The advance voting locations for the Public Service Commission (PSC) June Primary Election were approved by the Fulton County Board of Registration & Elections on February 13, 2025. If your municipality wishes to establish an additional advance voting location, please refer to the attached cost breakdown and submittal timeline. Please contact our Elections Chief to coordinate.

Election Day Polling Location Changes

Municipalities impacted by Election Day polling location changes will receive a separate communication for review to include the reason for the change. Please refer to that attached timeline to submit concerns and/or alternative locations. Once approved, affected voters will receive updated precinct location cards notifying them of the changes.

Intergovernmental Agreements (IGA)

Please refer to the attached timeline for the distribution and return dates of Intergovernmental Agreements for the June and November 2025 elections. If you have any questions or need further clarification, please contact our Administrative Manager.

We appreciate your collaboration and commitment to ensuring seamless and efficient elections. Please contact our office with any questions or concerns.

2025 ELECTION DATES

ELECTION	ELECTION DATE	APPLICABLE COST
~~Special Election~~	~~March 18, 2025~~	~~Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)~~
~~Special Runoff~~	~~April 15, 2025~~	~~Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)~~
Public Service Commission Primary Election	June 17, 2025	Countywide Election to be conducted; Municipalities will not incur cost, except in cases where they choose to establish additional advance voting locations.
Public Service Commission Primary Runoff	July 15, 2025	If no Public Service Commission Runoff Election is required, municipalities will incur prorated cost as attached. Cost to establish additional advance voting locations are attached.
Special Election	Sept 16, 2025	Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)
Special Runoff	Oct 14, 2025	Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)
Public Service Commission General Election	Nov 4, 2025	Countywide Election to be conducted; Municipalities will not incur costs, except in cases where they choose to establish additional advance voting locations.
Public Service Commission General Runoff Election	Dec 2, 2025	If no Public Service Commission Runoff Election is required, municipalities will incur prorated cost as attached Cost to establish additional advance voting locations are attached

Cc:

Fulton County Board of Registration & Elections
Fulton County Board of Commissioners
Dick Anderson, County Manager
Sharon Whitmore, CFO
John Ross, Elections Chief, Fulton County R&E
Kathryn Glenn, Registration Chief, Fulton County R&E
Janice Dickenson, Administrative Manager, Fulton County R&E
Janell Barganier, Finance Manager, Fulton County R&E

RUNOFF ELECTION
2025 ESTIMATED PRORATED COST

	JULY 15, 2025 RUNOFF			DECEMBER 2, 2025 RUNOFF		
	# OF REGISTERED VOTERS	RUNOFF DISTRIBUTION %	RUNOFF DISTRIBUTION $	# OF REGISTERED VOTERS	RUNOFF DISTRIBUTION %	RUNOFF DISTRIBUTION $
	As of 01.23.2025		**$ 2,377,429.00**	As of 01.23.2025		**$ 2,387,629.00**
ALPHARETTA	51,506	5.72%	$ 135,989.02	51,506	5.72%	$ 136,572.46
ATLANTA	418,670	46.50%	$ 1,105,395.94	418,670	46.50%	$ 1,110,138.48
CHATTAHOOCHEE HILLS	2,821	0.31%	$ 7,448.16	2,821	0.31%	$ 7,480.12
COLLEGE PARK	11,047	1.23%	$ 29,166.91	11,047	1.23%	$ 29,292.04
EAST POINT	30,026	3.33%	$ 79,276.32	30,026	3.33%	$ 79,616.45
FAIRBURN	12,538	1.39%	$ 33,103.53	12,538	1.39%	$ 33,245.55
HAPEVILLE	4,433	0.49%	$ 11,704.25	4,433	0.49%	$ 11,754.47
JOHNS CREEK	62,204	6.91%	$ 164,234.48	62,204	6.91%	$ 164,939.10
MILTON	31,602	3.51%	$ 83,437.37	31,602	3.51%	$ 83,795.34
MOUNTAIN PARK	530	0.06%	$ 1,399.34	530	0.06%	$ 1,405.34
PALMETTO	3,391	0.38%	$ 8,953.11	3,391	0.38%	$ 8,991.52
ROSWELL	74,287	8.25%	$ 196,136.69	74,287	8.25%	$ 196,978.19
SANDY SPRINGS	83,207	9.24%	$ 219,687.77	83,207	9.24%	$ 220,630.31
SOUTH FULTON	94,117	10.45%	$ 248,492.97	94,117	10.45%	$ 249,559.09
UNION CITY	20,075	2.23%	$ 53,003.14	20,075	2.23%	$ 53,230.54
TOTAL	**900,454**	**100%**	**$ 2,377,429.00**	**900,454**	**100%**	**$ 2,387,629.00**

2025 MUNICIPAL JUNE & RUNOFF JULY SPECIAL ELECTION TIMELINE

DUE DATE	TASK	RESPONSIBLE OFFICE
21-Feb-25	Deadline for Municipalities to Advise If Municipality has any Special Election submission	Municipalities
24-Feb-25	Request for Additional Advance Voting Locations	Municipalities
26-Feb-25	Provide Street Maintenance List for Verification to Municipalities	Fulton County Registration & Elections
28-Feb-25	Distribution of Municipalities IGA for Municipal for Special Election	Fulton County Registration & Elections
28-Feb-25	Precinct Change/Relocations Sent to Municipalities for Review	Fulton County Registration & Elections
7-Mar-25	Precinct Change/Relocation Feedback Returned to Fulton County	Municipalities
10-Mar-25	Office Build Surveys and Ballot Question Required Information Returned to Fulton County	Municipalities
20-Mar-25	Verified Street Maintenance List Returned to Fulton County	Municipalities
13-Mar-25	Precinct Change/Relocations Presented to Fulton County BRE for Approval	Fulton County Registration & Elections
14-Mar-25	Municipalities to Return IGA to Fulton County	Municipalities
21- Mar -25	Publish Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
28-Mar-25	Municipal Election Payments Deadline	Municipalities
3-Apr-25	Provide List of Qualified Candidates to Fulton County	Municipalities
4-Apr-25	Provide Voter List for Verification to Municipalities	Fulton County Registration & Elections
7-Apr-25	Start Ballot Proofing for Special Election	Fulton County Registration & Elections
18-Apr-25	Verified Voter List Returned to Fulton County	Municipalities
2-May-25	Provide Ballot Proofs to Municipalities	Fulton County Registration & Elections
5-May-25	Return Verified Ballot Proofs to Fulton County	Municipalities
9-May-25	Provide Sample Ballots Images to Municipalities	Fulton County Registration & Elections
12-May-25	Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
12-May-25	Provide County A Copy of the Call for Election Advertisement Published by Municipality	Municipalities
17-May-25	Precinct Change/Relocation Cards Mailed to Impacted Voters	Fulton County Registration & Elections
27-May-25	Commence Advance Voting Operations	Fulton County Registration & Elections
6/17/2025 ELECTION DAY	Date of Special Election Conduct Election and Election Night Tabulation	Fulton County Registration & Elections
23-Jun-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elections
24-Jun-25	Advise Fulton County of Runoff Requirement Per City Charter	Municipalities
27-Jun-25	Publish Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
30-Jun-25	Provide Runoff Election Ballot Proofs to Municipalities	Fulton County Registration & Elections
3-Jul-25	Return Verified Runoff Ballot Proofs to Fulton County	Municipalities
30-Jun-25	Runoff Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
1-Jul-25	Municipal Runoff Election Payments Deadline	Municipalities
7-July-25	Commence Advance Voting for Runoff Operations	Fulton County Registration & Elections
7/15/2025 ELECTION DAY	Date of Special Election Runoff Conduct Election and Election Night Tabulation	Fulton County Registration & Elections
21-July-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elect

ADVANCE VOTING LOCATIONS
JUNE & JULY 2025 ELECTIONS

Adams Park Library		2231 Campbellton Road SW	Atlanta	30311
Alpharetta Library	DROP BOX	10 Park Plaza	Alpharetta	30009
Buckhead Library	DROP BOX	269 Buckhead Avenue, NE	Atlanta	30305
C.T. Martin Natatorium & Recreation Center	DROP BOX	3201 Martin Luther King Jr. Dr.	Atlanta	30311
College Park Library	DROP BOX	3647 Main Street	College Park	30337
Elections Hub & Operations Center		5600 Campbellton Fairburn Rd	Union City	30213
Grant Park Recreation Center		537 Park Ave SE	Atlanta	30312
Joan P. Garner Library at Ponce De Leon		980 Ponce De Leon Ave NE	Atlanta	30306
Metropolitan Library		1332 Metropolitan Parkway	Atlanta	30310
Milton Library		855 Mayfield Road	Milton	30009
Northeast Spruill Oaks Library	DROP BOX	9560 Spruill Road	Johns Creek	30327
Northwest Library at Scotts Crossing		2489 Perry Boulevard NW	Atlanta	30318
Palmetto Library		9111 Cascade Palmetto Hwy	Palmetto	30268
Roswell Library		115 Norcross Street	Roswell	30075
Sandy Springs Library	DROP BOX	395 Mt. Vernon Highway	Sandy Springs	30328
South Annex		5600 Stonewall Tell Road	South Fulton	30349
Wolf Creek Library	DROP BOX	3100 Enon Road SW	South Fulton	30331

June 17 Election:
Tuesday, May 27 to June 13

July 15 Runoff Election:
Monday, July 7 to July 11

Monday – Friday 9am to 6 pm
Saturdays 9am to 5pm
No Sunday Voting

2025 Advanced Voting Site Costs

As of 2/2025

PSC/ MUNICIPAL Primary Election-- JUNE 17, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	160	63	$ 8,019
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	160	63	$ 13,947
Advance Voting - Clerks	3	$ 23.29	$ 34.94	142	63	$ 16,524
						$ 38,490

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the JUNE 2025 PSC/municipal election will work 17 days for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturdays 9am- 5 pm, no Sunday voting.

PSC/ MUNICIPAL Primary Run-off Election-- JULY 15, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	64	24	$ 3,151
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	64	24	$ 5,480
Advance Voting - Clerks	3	$ 23.29	$ 34.94	64	24	$ 6,987
						$ 15,618

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the JULY 2025 PSC/municipal run-off election will work 1 week for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturday 9am- 5 pm, no Sunday voting.

FULTON COUNTY REGISTRATION & ELECTIONS

2025 NOVEMBER & RUNOFF DECEMBER MUNICIPAL ELECTION TIMELINE

DUE DATE	TASK	RESPONSIBLE OFFICE
7– April -25	Request for Additional Advance Voting Locations	Municipalities
1-July-25	Office Build Surveys and Ballot Question Required Information Returned to Fulton County	Municipalities
21-July -25	Municipalities IGA Distributed	Fulton County Registration & Elections
1-Aug-25	Provide Street Maintenance List for Verification to Municipalities	Fulton County Registration & Elections
7-Aug-25	Municipal Election Payments Deadline	Municipalities
21- Aug - 25	Municipalities to Return IGAs to Fulton County	Municipalities
25-Aug-25	Provide List of Qualified Candidates to Fulton County	Municipalities
29-Aug-25	Verified Street Maintenance List Returned to Fulton County	Municipalities
4-Sep-25	Provide Ballot Proofs to Municipalities	Fulton County Registration & Elections
5-Sep-25	Return Verified Ballot Proofs to Fulton County	Municipalities
12-Sep-25	Provide Voter List for Verification to Municipalities	Fulton County Registration & Elections
14-Sep-25	Provide Sample Ballots Images to Municipalities	Fulton County Registration & Elections
19-Sep-25	Publish Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
26-Sep-25	Verified Voter List Returned to Fulton County	Municipalities
1-Oct-25	Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
1-Oct-25	Provide County A Copy of the Call for Election Advertisement Published by Municipality	Municipalities
14-Oct-25	Commence Advance Voting Operations	Fulton County Registration & Elections
11/4/2025 ELECTION DAY	Date of Special Election/Municipal General Election Conduct Election and Election Night Tabulation	Fulton County Registration & Elections
10-Nov-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elections
11-Nov-25	Advise Fulton County of Runoff Requirement Per City Charter	Municipalities
13-Nov-25	Publish Runoff Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
14-Nov-25	Provide Runoff Election Ballot Proofs to Municipalities	Fulton County Registration & Elections
15-Nov-25	Return Verified Runoff Ballot Proofs to Fulton County	Municipalities
17-Nov-25	Runoff Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
18-Nov-25	Municipal Runoff Election Payments Deadline	Municipalities
24-Nov-25	Commence Advance Voting for Runoff Operations	Fulton County Registration & Elections
12/2/2025 ELECTION DAY	Date of Special Election/Municipal General Runoff Election Conduct Runoff Election and Election Night Tabulation	Fulton County Registration & Elections
8-Dec-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elections

ADVANCE VOTING LOCATIONS
NOVEMBER & DECEMBER 2025 ELECTIONS

Adams Park Library		2231 Campbellton Road SW	Atlanta	30311
Alpharetta Library	DROP BOX	10 Park Plaza	Alpharetta	30009
Buckhead Library	DROP BOX	269 Buckhead Avenue, NE	Atlanta	30305
C.T. Martin Natatorium & Recreation Center	DROP BOX	3201 Martin Luther King Jr. Dr.	Atlanta	30311
Elections Hub & Operations Center		5600 Campbellton Fairburn Rd	Union City	30213
Grant Park Recreation Center		537 Park Ave SE	Atlanta	30312
Hugh Conley Recreation Center	DROP BOX	3636 College Street	College Park	30337
Joan P. Garner Library at Ponce De Leon		980 Ponce De Leon Ave NE	Atlanta	30306
Metropolitan Library		1332 Metropolitan Parkway	Atlanta	30310
Milton Library		855 Mayfield Road	Milton	30009
Northeast Spruill Oaks Library	DROP BOX	9560 Spruill Road	Johns Creek	30327
Northwest Library at Scotts Crossing		2489 Perry Boulevard NW	Atlanta	30318
Palmetto Library		9111 Cascade Palmetto Hwy	Palmetto	30268
Roswell Library		115 Norcross Street	Roswell	30075
Sandy Springs Library	DROP BOX	395 Mt. Vernon Highway	Sandy Springs	30328
South Annex		5600 Stonewall Tell Road	South Fulton	30349
Wolf Creek Library	DROP BOX	3100 Enon Road SW	South Fulton	30331

November 4 Election:
Tuesday, October 14 to October 31

December 2 Runoff Election
Saturday, November 22 to November 26

Monday - Friday 9am to 6pm
Saturday 9am - 5pm
Sunday 12pm - 5pm

2025 Advanced Voting Site Costs

As of 2/2025

PSC/ MUNICIPAL General Election-- NOV 4, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	160	77	$ 8,681
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	160	77	$ 15,097
Advance Voting - Clerks	3	$ 23.29	$ 34.94	142	77	$ 17,992
						$ 41,770

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the NOV 2025 PSC/municipal election will work 19 days for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturdays 9am- 5 pm, and Sundays 12- 5 pm.

PSC/ MUNICIPAL General Run-off Election-- DEC 2, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	64	26	$ 3,246
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	64	26	$ 5,644
Advance Voting - Clerks	3	$ 23.29	$ 34.94	64	26	$ 7,197
						$ 16,087

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the DEC 2025 PSC/municipal run-off election will work 1 week for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturday 9am- 5 pm, and Sunday 12- 5 pm.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0751 **Meeting Date:** 10/15/2025

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase spending authority - Registration & Elections, SWC# 99999-001-SPD0000136, Temporary Staffing Services - Clerical & Light in the amount of $180,000.00 with Abacus Corporation (Morrow, GA) to cover the cost of additional work hours and staffing to conduct the Senate District 21 election, which was not included in the original 2025 election calendar, additional spending authority is requested in case expenses exceed the original allocation. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The Department request approval to increase spending authority due to additional work hours and staffing to conduct the Senate District 21 election, which was not included in the original 2025 election calendar, additional spending authority is requested in case expenses exceed the original allocation.

Scope of Work: The statewide contract will provide supplemental staffing services to prepare and conduct the above-mentioned scheduled elections. To successfully conduct a county-wide election, the Registration and Elections Department needs to hire approximately 344 to 351 workers. The County is not equipped to manage that workload of recruiting and hiring the mass amount. Thus, it is essential to contract these services to a professional recruitment vendor, to meet the necessary volume of staff for each election.

Advanced Voting Temps for State Senate 21 Special Election

1160 SALARIES - TEM	No. of Temps	Abacus Temp Costs
ADVANCE VOTING TE		
Compliance Officer	*1*	$ 6,259.68
Executive Assistant	*1*	$ 6,259.68
Advance Voting Regio	1	$ 7,511.61
LEAD		
Advance Voting Regio	4	$ 26,290.64
Advance Voting - Mana	2	$ 14,397.25
Advance Voting - Asst	4	$ 25,038.70
Advance Voting -Clerk	8	$ 39,454.38
Reserves - AV Clerk - T	2	$ 691.42
	23	$ 125,903.35

Adjusted to match Cherokee County Voting Hours $38,388.84

Community Impact: It will have a negative effect on the community, if the voter registration and elections' process is not handled efficiently due to shortage of staff for all areas needed to conduct a countywide election.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval will provide temporary staffing services to ensure the Department adheres to state election laws.

Community Issues/Concerns: Early Voting and Election Day poll locations may not properly staff.

Department Issues/Concerns: Supplemental staff will assist with preparation and conduct of all elections. If the statewide contract is not approved, the Department may not be able to meet state mandated deadlines.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0468	6/18/2025	$5,824,388.00
Increase spending authority			**$180,000.00**
Total Revised Amount			$6,004,388.00

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: Abacus Statewide Contract
Exhibit 2: Pricing
Exhibit 3: Amendment No. 1 to Form of Agreement

Contact Information

Nadine Williams, Director, Registration and Elections, 404-612-7020

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$5,824,388.00
Previous Adjustments:	$ 0.00
This Request:	$ 180,000.00
TOTAL:	$6,004,388.00

Grant Information Summary

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

Match Account $:

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2653-1160: General, Registration & Elections, Professional Services - $180,000.00

Key Contract Terms	
Start Date: Upon approval	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: n/a

Supplier Information Sheet

Statewide Contract Number	99999-SPD0000136-0006	**NIGP Code**	96269 (Please see additional NIGP Codes referenced)
Name of Contract	Temporary Staffing Services		
Effective Date	**July 01, 2017**	**Expiration Date**	**June 30, 2026**

Contract Table of Contents

Vendors Awarded	**9**	**Contract Information**	**MANDATORY CONTRACT**

Contract Information for Vendor	Page Number
Abacus Corporation	2-3
Regional Map	4-5
Contract Renewals/Extensions/changes	6
Contact Information	7

Vendor Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD0000136-0006
PeopleSoft Vendor Number	0000169020
Vendor Name & Address	
ABACUS CORPORATION – Corporate Headquarters 610 Gusryan Street Baltimore, MD 21224	
Contract Administrator	
Drew L. D'Avanzo dd@abacuscorporation.com Telephone: 410-252-2400 x 206 Fax: 410-633-1976 Mobile: 410-608-9654 http://www.abacuscorporation.com/	
Contact Details	
Ordering Information	Submitted via telephone and/or email using the preferred list below: Drew Davanzo – 410-608-9654 dd@abacuscorporation.com
Remitting Information	Abacus Corporation P.O. Box 37766 Baltimore, MD 21297-3766
Delivery Days	N/A
Discounts	N/A
Payment Terms	Net 30 Days

Vendor Information Sheet

Bid Offer includes	State and Local Government
Acceptable payment method	Vendor will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

Authorized Providers of Medical Care Personnel:

The following suppliers are authorized under the Temporary Staffing Services contract (99999-001-SPD0000136) to provide medical care personnel:

- Abacus Corporation
- Ark Temporary Staffing, LLC
- Dover Staffing
- Focus People, LLC
- InGenesis, Inc.
- Nitelines USA
- Shaga Consulting & Recruiting

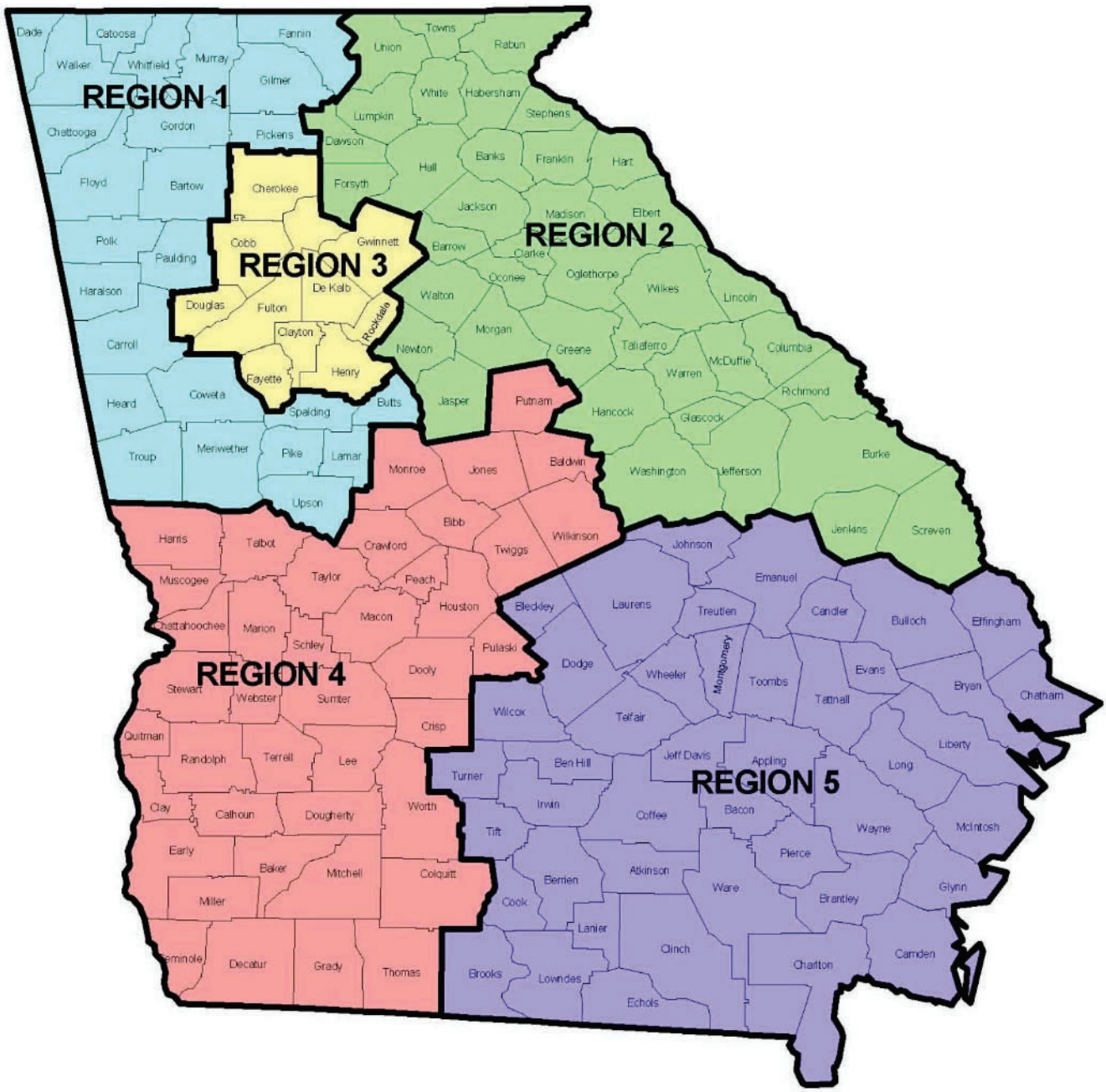
Ineligible Providers:

The following suppliers are not authorized under the Temporary Staffing Services contract (99999-001-SPD0000136) to provide medical care personnel:

- Corporate Temps
- New World Employment

Regional Map

Regional Map - SWC Temporary Staffing Services - Administrative, Professional, Light Industrial & Healthcare



Region 1: 25 Counties / 8,261 Square Miles - Bartow (459.5), Butts (184.4), Carroll (499.1), Catoosa (162.2), Chattooga (313.3), Coweta (440.9), Dade(174.0), Fannin (389.7), Floyd (509.9), Gilmer (426.5), Gordon (355.8), Haralson (282.2), Heard (296.0), Lamar (183.5), Meriwether (501.2), Murray (344.5), Paulding (312.2), Pickens (232.1), Pike (216.1), Polk (310.3), Spalding (196.5), Troup (414.0), Upson (323.4), Walker (446.4), Whitfield (290.5)

Region 2: 39 Counties / 14,005 Square Miles - Banks (232.1), Barrow (160.3), Burke (827.0), Clarke (119.2), Columbia (290.1), Dawson (210.8), Elbert (351.1), Forsyth (224.0), Franklin (261.5), Glascock (143.7), Greene (387.4), Habersham (276.7), Hall (392.8), Hancock (471.8), Hart (232.4), Jackson (339.7), Jasper (368.2), Jefferson (526.5), Jenkins (347.3), Lincoln (210.4), Lumpkin (282.9), Madison (282.3), McDuffie (257.5), Morgan (347.4), Newton (272.2), Oconee (184.3), Oglethorpe (439.0), Rabun (370.0), Richmond (324.3), Screven (645.1), Stephens (179.1), Taliaferro (194.6), Towns (166.6), Union (321.9), Walton (325.7), Warren (284.3), Washington (678), White (241.3), Wilkes (447)

Region 3: 10 Counties / 2,974 Square Miles - Cherokee (421.7), Clayton (141.6), Cobb (339.6), DeKalb (267.6), Douglas (200.1), Fayette (194.3), Fulton (526.6), Gwinnett (430.4), Henry (322.1), Rockdale (129.8)

Region 4: 41 Counties / 14,664 Square Miles - Baker (341.9), Baldwin (257.8), Bibb (249.8), Calhoun (280.4), Chattahoochee (248.7), Clay (195.4), Colquitt (544.2), Crawford (324.9), Crisp (272.6), Decatur (597.1), Dooly (391.9), Dougherty (328.7), Early (512.6), Grady (454.5), Harris (463.9), Houston (375.5), Jones (393.9), Lee (355.8), Macon (400.6), Marion (366.0), Miller (282.4), Mitchell (512.1), Monroe (395.7), Muscogee (216.4), Peach (150.3), Pulaski (249.0), Putnam (344.6), Quitman (151.2), Randolph (428.2), Schley (166.9), Seminole (235.2), Stewart (458.7), Sumter (482.7), Talbot (391.4), Taylor (376.7), Terrell (335.4), Thomas (544.6), Twiggs (358.4), Webster (209.1), Wilkinson (447.3), Worth (570.7)

Region 5: 44 Counties / 18,976 Square Miles – Appling (507.1), Atkinson (339.4), Bacon (258.6), Ben Hill (250.1), Berrien (451.9), Bleckley (215.9), Brantley (442.4), Brooks (493.1), Bryan (436.0), Bulloch (672.8), Camden (613.0), Candler (243.0), Charlton (773.6), Chatham (426.4), Clinch (800.2), Coffee (575.1), Cook (227.2), Dodge (495.9), Echols (414.9), Effingham (447.7), Emanuel (680.6), Evans (182.9), Glynn (419.8), Irwin (354.3), Jeff Davis (330.7), Johnson (303.0), Lanier (185.3), Laurens (807.3), Liberty (489.8), Long (400.3), Lowndes (496.1), McIntosh (424.3), Montgomery (239.5), Pierce (316.5), Tattnall (479.4), Telfair (437.3), Tift (258.9), Toombs (364.0), Treutlen (199.4), Turner (285.4), Ware (892.5), Wayne (641.8), Wheeler (295.5), Wilcox (377.7)

Changes/Renewals/Extensions

Initial Term

Initial term of contract is July 1, 2017 to June 30, 2019 with three (3) one (1) year renewal options.

Amendment 1, Renewal #1
Expires 6/30/20

Amendment 2, Renewal #2 July 1, 2020 - June 30, 2021

Amendment 3, Renewal #3 July 1, 2021 - June 30, 2022

Amendment 4, Extension #1 July 1, 2022 - June 30, 2023

Amendment 5, Extension #2 July 1, 2023 - June 30, 2024

Amendment 6, Extension#3 July 1, 2024 - June 30, 2025

Amendment 7, Extension#4 July 1, 2025 - June 30, 2026

UPDATE:
EFFECTIVE DATE: 7/1/2021

Where the State agency seeks to change the status of an administrative temporary staffing resource, acquired under this Statewide contract, from temporary to permanent status, the following method shall be used to determine any applicable conversion fees due to the Statewide Contract supplier:

CONVERSION FEE: If prior to completing 520 hours of a work assignment,
the contractor will convert to a full-time role, using a fee equal to 160 hours of the rate of pay.

Step 1: The temporary resource meets the administrative temporary staffing conversion requirements
Step 2: Please contact the Statewide Contract Supplier Contract Manager to complete the resource conversion fee process

Affordable Care Act Fee:
Contractor acknowledges the State's intent to take advantage of the Safe Harbor provision relevant to third-party employment arrangements between Applicable Large Employers and temporary staffing firms in compliance with the Code, rules, regulations and other official guidance, under which an offer of coverage by the temporary staffing firm is deemed an offer of healthcare coverage by User Agencies. Contractor further acknowledges that the fees a User Agency pays to Contractor include an additional fee attributable to those individuals with MEC. This additional fee shall be $ 2.00 per Contractor's Employee per month of MEC, as indicated in Contractor's cost proposal as ACA Safe Harbor Provision Fee", and shall be designated "ACA Compliance Charge" (or similar) on Contractor's invoice. The ACA Compliance Charge may appear as an aggregate total in the last weekly invoice of the month. Each of Contractor's last weekly invoices to a User Agency shall identify the number of Contractor's Employees who provided services to the User Agency during any portion of the month, and separately identify the number of Contractor's Employees with MEC, if different. The invoice shall not designate Contractor's Employees subject to the ACA Compliance Charge by name. Any last weekly invoice of the month that does not reflect an additional fee as an ACA Compliance Charge shall constitute a representation that either none of Contractor's Employees were eligible for MEC or none were enrolled in Contractor's MEC plan

REGISTRATION & ELECTIONS

Advanced Voting Temps for State Senate 21 Special Election

1160 SALARIES - TEMPORARY	# Temps	Abacus Temp Costs
ADVANCE VOTING TEMPS		
Compliance Officer	*1*	$ 6,259.68
Executive Assistant	*1*	$ 6,259.68
Advance Voting Regional Coordinator 2-LEAD	1	$ 7,511.61
Advance Voting Regional Coordinator 2	4	$ 26,290.64
Advance Voting - Manager	**2**	$ 14,397.25
Advance Voting - Asst. Mgr	**4**	$ 25,038.70
Advance Voting -Clerks	**8**	$ 39,454.38
Reserves - AV Clerk - Training	**2**	$ 691.42
	23	$ 125,903.35

ADV Voting period 8/04 to 8/22- 3 Wks Req'd

AV MON-FRI 9a-6p/ Staff 8 AM start M-SAT/ AV SAT 9a-5pm

2025 SEPT - State Senate 21 Run-off election
Incremental costs

DRAFT
As of 29-Aug

Match Cherokee County Voting Hours

AV M-FRI 8:30AM-7PM/ SAT 8:30 AM- 5 PM & Staff 7:30 AM start daily | ADV Voting period 9/13-9/19 1 week | *2 AV SITES*

1160 SALARIES - TEMPORARY	#	PAY Rate	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Start date	End date	
Match Cherokee County Voting Hours										
ADVANCE VOTING TEMPS	*AV M-FRI 8:30AM-7PM/ SAT 8:30 AM- 5 PM & Staff 7:30 AM start daily*						ADV Voting period 9/13-9/19 1 week			*2 AV SITES*
Compliance Officer	1	$ 20.00	$ 25.42	$ 38.13	80	35.5	$ 3,387.22			*No Sunday voting*
Advance Voting - Manager	2	$ 23.00	$ 29.23	$ 43.85	72	35.5	$ 7,322.87			
Advance Voting - Asst. Mgr	4	$ 20.00	$ 25.42	$ 38.13	72	35.5	$ 12,735.42		Staff 7:30am- 7:30 pm M-F	
Advance Voting - Clerks	6	$ 17.00	$ 21.61	$ 32.41	64	35.5	$ 15,200.52		Staff 7:30am- 5:30 pm - SAT	
Reserves - AV Clerk - Training	2	$ 17.00	$ 21.61	$ 32.41	8	-	$ 345.71			
							$ 38,991.74			
							$ (31,663.15)	Orig AV temp amount		
						Increased costs AV temps vs Original	**$ 7,328.59**			
Temp Incremental costs only below for Sept run-off										
INFORMATION TECHNOLOGY - TEMPS										
Technicians- work AV & ED	1	$ 22.00	$ 27.96	$ 41.94	64	35.5	$ 3,278.54	13-Sep	23-Sep	SEPT run-off
System Specialists							$ -			
SUPPLIES & LOGISTICS - TEMP										
Courier - Fleet Coordinator	5	$ 21.60	$ 29.59	$ 44.39		43	$ 9,543.42	1-Sep	23-Sep	
Couriers	10	$ 19.00	$ 26.03	$ 39.05		43	$ 16,789.35	1-Sep	23-Sep	
Election Coordinators & Assistants - TEMP							$ -			
Registration temps							$ -			
Absentee temps										
Absentee Specialists	2	$ 19.00	$ 24.15	$ 36.22		20	$ 1,448.94			
						Total Incremental Costs- SEPT run-off	**$ 38,388.84**			

$140K was in BOC request--- Need to increase $ 38,389
formula

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Abacus Corporation**

Contract No. **Fulton County COOPERATIVE Agreement , 99999-SPD0000136, Temporary Staffing Services**

Address: **610 Gusryan Street**
City, State **Baltimore, MD 21224**

Telephone: 410-633-1900

E-mail: ***dd@abacuscorporation.com***

Contact: ***Drew Davanzo***

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Abacus Corporation to provide temporary staffing services, dated [Insert contract effective date], on behalf of the Registration & Elections; and

WHEREAS, [this clause should state in detail what is being amended, such as adding additional scope of work, revising, modifying or correcting the existing contract and purpose for amendment]; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 1 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and Abacus Corporation, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Increase spending authority of $140,000.00 to provide temporary staffing services for the Department of Registration and Elections to include 2025 Public Service Commission Primary & Municipal Primary Runoff & Public Service Commission General & Municipal General Election and Runoff Elections.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed $5,964,388.00.

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Nadine Williams, Director
Registration & Elections

CONSULTANT:

ABACUS CORPORATION

Michael Brady

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0752 **Meeting Date:** 10/1/2025

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase spending authority - Information Technology, 22ITBC1006B-PS, Fulton PC Refresh Enterprise Workstation, in an amount not to exceed $850,000.00 with CDW Government LLC (Vernon Hills, IL) to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, iMacs, MS Surface Pros and supporting peripherals. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background
FCIT is requesting an increase in the 2025 BOC spending authority limit of $1,950,000.00 to address PCs, laptops, and other devices are at nearing end-of-life and are unable to meet the minimum system requirements for upgrading to Windows 11, creating operational risks across multiple departments. An additional $850,000.00 is requested to begin the next phase of computer refreshes and ensure critical services remain uninterrupted.

Scope of Work: This contract provides business-class PCs, laptops, monitors, docking stations, and specialty computing devices to support County agencies and IT operations on an as-needed basis.

CDWG Spending Authority	
Approved Authority	$1,950,000.00
Ordered Amount (Year to Date)	$650,259.00
Available Authority	$1,299,741.00
Requested Authority	$850,000.00
Pending PC Refresh Order	$2,128,508.60

Community Impact: Without timely replacement of failing technology, departments that provide public-facing services (e.g., Libraries, Sheriff's Office, Police Department) will experience disruptions, negatively affecting residents who rely on these services.

Department Recommendation: Approval is recommended.

Project Implications: If this item is not approved, County agencies will lack the ability to procure essential devices and peripherals, jeopardizing continuity of operations and public service delivery.

Community Issues/Concerns: There are no community concerns with this item.

Department Issues/Concerns: The current spending authority is insufficient. Without this increase, the Department of Information Technology cannot purchase the necessary devices.

Contract Modification:

Current Contract History	**BOC Item**	**Date**	**Dollar Amount**
Original Award Amount	23-0245	4/12/2023	$1,431,319.61
1st Renewal	23-0944	12/20/2023	$1,500,000.00
Amendment 1	24-0687	10/16/2024	$450,000.00
2nd Renewal	24-0790	11/20/2024	$1,950,000.00
Amendment 2			**$ 850,000.00**
Total Revised Amount			$6,181,319.61

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

Contract Value: **$850,000.00**

Contract Value:	**$850,000.00**
Prime Vendor:	**CDW Government LLC**
Prime Status:	**Non-Minority**
Location:	**Vernon Hills, IL**
County:	**Jefferson County**
Prime Value:	**$850,000.00 or 100.00%**
Total Contract Value:	**$850,000.00 or 100.00%**
Total Certified Value:	**$0.00**

Exhibits Attached

Exhibit 1: Amendment No. 2 to Form of Agreement
Exhibit 2: Performance Evaluation

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

Kevin Kerrigan, Chief Information Officer, Information Technology - 404-612-0057

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$1,431,319.61
Previous Adjustments:	$3,900,000.00
This Request:	$850,000.00
TOTAL:	$6,181,319.61

Fiscal Impact / Funding Source

Funding Line 1:

Funding provided by agencies requesting products and services - $584,105.00 (Subject to availability of funding adopted for FY2025 by BOC)

Funding Line 2:

500-220-2200-A060 $2,128,508.60 (Subject to availability of funding adopted for FY2025 by BOC)

Key Contract Terms	
Start Date: 1/1/2025	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/12/2025**

Report Period End: **7/11/2025**

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **CDW GOVERNMENT LLC**

Contract No.: **22ITBC1006B-PS**, **Fulton County PC Refresh**

Address: **280 North Milwaukee Ave.**
City, State **Vernon Hills, IL 60061**

Telephone: **(678) 983-1730**

Email: **anusree@cdw.com**

Contact: **Anul Sreedharan**
Sr. Manager Program Sales

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with CDW Government, LLC ("CDW") to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, iMacs, MS Surface Pros and supporting peripherals, dated April 12, 2023, on behalf of the Fulton County Information Technology Department; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority for FY2025 to address PCs, laptops, and other devices nearing end-of-life and unable to meet the minimum system requirements for upgrading to Windows 11, creating operational risks across multiple departments; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 2 to Form of Contract is effective as of the ___ day of _____, 20__, between the County and CDW, who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations to County Agencies/Department of Information Technology on an if/when needed basis.

2. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed $850,000.00 (Eight Hundred Fifty Thousand Dollars and No Cents).

3. **LIABILITY OF COUNTY:** This Extension No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Kevin Kerrigan, CIO
Fulton County Information Technology

CONTRACTOR:

CDW GOVERNMENT LLC

Anup Sreedharan
Sr. Manager Program Sales

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

Performance Evaluation Details

ID	E4
Project	Fulton County PC Refresh
Project Number	22ITBC1006B-PC
Supplier	CDW Government LLC
Supplier Project Contact	Justin Schwier (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/12/2025 to 07/11/2025
Effective Date	08/22/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/22/2025 05:15 PM EDT
Completion Date	08/22/2025 05:15 PM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **20/20**

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments The quality of the equipment and devices delivered meet expectations.

TIMELINESS OF PERFORMANCE **20/20**

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments This vendor provides estimated delivery dates and meets those dates as long as it's within their authority to do so. If items are end of life or on backorder, we are notified right away of the delay.

BUSINESS RELATIONS **17/20**

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments This vendor is responsive to inquiries timely and delivers excellent technical service whenever needed.

CUSTOMER SATISFACTION **20/20**

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments This vendor demonstrates the desire for customer excellence by attending regular, by-weekly, cadence meetings to address any concerns, answer any questions and resolve any issues we may have.

COST CONTROL **20/20**

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments Compliant with contract pricing, all cost discrepancies are clearly identified with explanation. This vendor is compliant with invoice submission requirements and or price substantiations.

GENERAL COMMENTS

Comments Vendor maintains a high level of contract obligations

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0753 **Meeting Date:** 10/1/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing - Department of Public Works, Sourcewell Contract # 9999-001-SPD0000177-0024, Heavy Construction Equipment with Related Attachments and Technology in the amount not to exceed $249,160.00 with Caterpillar through Sourcewell's Authorized Representative Yancey Bros. (Atlanta, GA), for the purchase and delivery of one (1) Caterpillar, Inc. Model: 315 Excavator. This is a one-time procurement.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or state contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☐
District 4 ☒
District 5 ☒
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background The Department of Public Works is requesting approval to utilize cooperative purchasing, Sourcewell Contract # 9999-001-SPD0000177-0024, with Caterpillar through Sourcewell's Authorized Representative Yancey Bros. (Atlanta, GA) to provide a Caterpillar, Inc. Model 315 Excavator.

Scope of Work: Fulton County has over 2,000 miles of buried sewer infrastructure the Caterpillar 315 excavator will be used for excavating and uncovering buried sewer infrastructure, assisting and

facilitating repairs, installation of new sewer pipes, manholes and other assets.

Community Impact: The excavators will be used daily to assist in repairs of sewer assets throughout the community, rehabilitating the collection system and assuring our sewer assets meet and retain compliance.

Department Recommendation: The Department of Public Works requests the purchase of a Caterpillar, Inc. Model 315 Excavator.

Project Implications: Repair and replacement of sewer infrastructure will be severely hampered if the Department does not have the correct and necessary equipment to perform this type of work.

Community Issues/Concerns: None have been raised to the Department from the community.

Department Issues/Concerns: None have been raised by the Department of Public Works.

Contract Modification: This is a new request.

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

Not Applicable

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

Exhibit 1: Sourcewell Contract # 9999-001-SPD0000177-0024
Exhibit 2: Justification Form
Exhibit 3: Cost Proposal Sheet

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

Roy Barnes, Deputy Director, Public Works, 404-612-6317

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$249,160.00
TOTAL:	$249,160.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5469-1410: Water & Sewer Revenue, Public Works, Maintenance Supplies

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:**12/31/2025
Cost Adjustment:	**Renewal/Extension Terms:** No Renewal Options

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
N/A

Report Period Start: **N/A**
Report Period End: **N/A**

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Sourcewell

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

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Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

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- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

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1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar: Confidential Green

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app. *
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com. *

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

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SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

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C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOU
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement, GPO
Date: 5/24/2023 | 2:45 PM CDT

Cat
DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT

FULTON COUNTY

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by the purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Complete the form below to request the Department of Purchasing review the request to engage in cooperative purchasing.

Requesting Department/Agency Public Works

Department/Agency Contact Information: Shandha Read

Cooperative Contract Number and Title: Sourcewill #011723 Caterpillar Inc.

Estimated Spending Request: 249,160.00

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

__X___ **Public Cooperative Entity** (EX: Omnia Partners, NASPO) **List Cooperative Entity: Sourcewell**	_____ **State of Georgia Statewide Contracts** (Department of Administrative Services)
_____ **Federal Government** (GSA Contract)	_____ **Other Governmental Entity** (Ex: City of Atlanta, Dekalb County) **List Government Entity:**

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.
   Cooperative purchase programs benefit the county by leveraging the much larger markets use to formulate the agreements and increase the pool of vetted suppliers saving time and resources due to the efforts of certified local, state and federal departments.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
   Leveraging benefits of volume purchasing *By the State or federal government far reaching markets multiple orders increase the unit volume for the vendors resulting in better pricing for the customers.*
3.
   a. Volume discounts As stated, increased volume from multiple buyers allows the vendor to provide volume discounts.
   b. Service delivery requirement advantages No delivery advantage for this purchase.
   Document market research that was completed to determine use of cooperative purchase request. Cooperative Purchase agreements are the result of extensive market research that are conducted by large governmen

agencies or large public organizations such as School systems, police departments etc. By conducting these large market research programs, and allowing municipalities to leverage them, the public benefits.

4. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
5. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	x	
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	x	
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	x	
The use of the contract meets the needs of the requesting department/agency.	x	
The proposed contracting entity is authorized to conduct business in the State of Georgia.	x	
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.		
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.		
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contact. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.		

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

__X___ meets the requirements _____ does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent _____ Date _____
Chief Purchasing Agent _____ Date_____

March 4, 2025

City of Atlanta
GEORGIA STATE CONTRACT – 9999-001-SPD0000177-0024

RE: Quote 266189-02

Dear Sir,
Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.
Caterpillar, Inc. Model: 315 Excavator

CONFIGURATION DETAILS

Components		Ref No.	Wgt	Qty	List
Consist as per DBS (Includes Attached Attachment)					
315 07E HEX AM-N CFG2C	639-9820			1	234,100
315 07 HEX	560-9946			1	0
COMMON ARR	560-9948			1	0
COUNTERWEIGHT, 8490LB	560-5536			1	0
SWING FRAME, STD	559-0074			1	0
ENGINE HOOD, TAIL PIPE	638-3981			1	0
HAND RAIL, ISO	561-4739			1	0
UNDERCARRIAGE, LONG W/ BLADE	560-9959			1	0
CAB, DELUXE W/ BLADE LEVER	626-9758			1	0
FLOORMAT, STD	566-2186			1	0
LINES, AIR CONDITIONER	559-1087			1	0
MONITOR, 10"	511-9428			1	0
INTEGRATED RADIO, W/O DAB	502-7166			1	0
PEDAL, STRAIGHT TRAVEL	490-7715			1	0
DRINK HOLDER	488-6534			1	0
RECEIVER, BLUETOOTH	524-8272			1	0
TRAVEL ALARM	563-0638			1	0
MACHINE ECM	563-0629			1	0
LIGHTS, CHASSIS	582-3799			1	0
BATTERIES	563-0613			1	0
GUARD, TRACK GUIDING, CENTER	437-9274			1	0
BOTTOM GUARD, STANDARD	560-5538			1	0
GUARD, TRAVEL MOTOR, HD	350-6401			1	0
GUARD, SWIVEL	137-2813			1	0

FINE SWING	560-9950	1	0
FAN, VARIABLE SPEED	559-9633	1	0
STORAGE BOX	567-3467	1	0
FILM, EMC	528-4738	1	0
FILM, OPERATING PATTERN, 2WAY	520-9418	1	0
RADIO MODULE, PL243 CELLULAR	589-1744	1	0
WIRING, PRODUCT LINK	580-9227	1	0
VALVE, HYDRAULICS, TCS	580-8618	1	0
SUPPORT, TCS LINES	568-7252	1	0
HYD, LINES W/ TCS 20	626-3428	1	0
JOYSTICKS, VERTICAL SLIDER	528-6835	1	0
CIRCUIT, COMBINED	564-4337	1	0
BOOM, W/EOU MOUNTS	565-2150	1	4,910
STK, R9'2", W/ THUMB BRACKET	558-2810	1	3,070
LINKAGE, BKT 312 GRADE W/O EYE	525-4932	1	3,135
CYLINDER, BOOM	560-1804	1	3,735
CYLINDER, STICK, W/O SLCV	524-2707	1	2,245
CYLINDER, BUCKET	524-2708	1	1,775
TRACK, 20" TG, W/RUBBER PAD	559-0322	1	13,560
CONTROL, BLADE	564-4339	1	8,470
LINES, CYLINDER BOOM W/O BLCV	563-4738	1	0
CAMERA, REAR & RH VIEW	594-5362	1	975
LIGHTS, BOOM LH 1P	582-6112	1	204
LIGHTS, BOOM RH 1P	582-6119	1	204
LIGHTS, CAB, LH, W/O 360	585-4760	1	204
WIPER, RADIAL W/LOWER	532-7395	1	376
CONTROL, QC PIN GRABBER	564-4342	1	1,120
PROD LINK, PLE643/PLE743 RADIO	589-6854	1	0
NETWORK MANAGER, A6N1	555-7286	1	0
DECALS, EXTERIOR, ANSI	565-2147	1	0
FILM, INTERIOR, ANSI	573-4351	1	0
FILM, STICK WARNING, ANSI	567-3815	1	0
FILM, ROPS	585-1664	1	0
LINES, HIGH PRESSURE BOOM	563-4752	1	2,250
LINES, HP, 9'2" STICK	558-1454	1	635
LINES, QUICK COUPLER BOOM	563-4754	1	1,650
LINES, QC, 9'2" STICK	558-1456	1	1,180
BLADE, 8'2"	282-4576	1	5,020
SCREEN, RADIATOR	561-4735	1	183
BKT SD 36" 0.69YD3 312	552-8142	1	6,972
SIDE CUTTER, GENERAL PURPOSE	380-1203	1	622
TIP, PENETRATION PLUS ADVANSYS	505-4083	5	550
STORAGE PROTECTION (EXPORT)	0G-4126	1	349
HYDRAULIC PKG, COMB,ONE SLIDER	625-1852	1	8,710
GRADE 2D ASSIST & PAYLOAD	624-7759	1	0
HARNESS, CAT GRADE, 1PC BOOM	621-3562	1	0
HARNESS, CAT GRADE, 9'2" STICK	621-3581	1	0

SERIALIZED TECHNICAL MEDIA KIT	421-8926		1	0
Removed - STORAGE PROTECTION (EXPORT)	0P-7563		1	(53)
Removed - STORAGE PROTECTION (EXPORT)	0G-4126		1	(349)
Removed - ROLL ON-ROLL OFF	0G-4201		1	(157)
	Total (incl.Attachments) per DBS:			306,414
	Total Modifications:			(559)
	Modified Consist Total:			**305,855**
CAT Components (Attachments)				
COUPLER, PG W/O PINS 312	388-6156	414	1	8,778
PIN GROUP, SPARE	172-8472	48	1	750
LINES, CONNECTOR, PIN GRABBER	578-0391	7	1	357
CONNECTOR LINES, THUMB	586-7615	33	1	1,375
	Total CAT List/Net:			**317,115**

TOTAL CAT LIST PRICE	**$317,115**
Georgia State Contract Discount for 315 HEX 23%	-$72,936
Total after State Contract Discount	**$244,179**
Thumb Group	$11,590
Coupler & Thumb Inst. & Bucket Calibration	$5,278
Freight and Shipping Storage Protection & Mandatory Service	$1,393
Bucket & Coupler Installation	$579
12 Month Premier Warranty	$352
24 Month / 1000 Hr Premium CVA	$3,094
Total Price	**$266,465**
Additional Yancey Bros. Disc. For Fulton County	-$17,305
Total Quoted Price	**$249,160**

Accepted by_____ on _____

_____
Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Cameron Day
Machine Sales Representative

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0754 **Meeting Date:** 10/1/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution that will authorize an increase of five percent (5%) to the water and sewer volumetric rate increase for each of the next two (2) years; to make the necessary increases to the water and sewer fee schedules; to approve modifications to the water connection fees for North Fulton; to provide for an effective date; and for other purposes which are necessary to complete the projects included in the 2025 Water Masterplan and the Public Works Capital Improvement Program.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Pursuant to the Supplementary Powers provision of the Article 9, Section 2, ¶ III of the Constitution of the State of Georgia, Fulton County is delegated the authority to provide sewer and water services. The County's authority to "prescribe, revise, and collect rates, fees, tolls, or charges for the services" is set out in O.C.G.A. § 36-82-62. The Metropolitan North Georgia Water Planning District ("MNGWPD") recommends to local governments in its Wastewater and Water Management Plans that "water rates should be based on a local rate study and designed to provide a sufficient revenue to support program costs and facility maintenance." Wastewater Management Plan, May 2009, at 12-8; Water Supply and Water Conservation Management Plan, May 2009, at 13-8; Policy and Procedure 600-69.

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☒
District 4 ☐
District 5 ☒
District 6 ☒

Is this a purchasing item?
No

Summary & Background: With previous rate study recommendations expiring at the end of

FY2025, the Public Works Department undertook a new rate study to better understand the financial implications associated with funding the current Capital Improvement Program based on the recommended projects contained in the North Fulton Water Masterplan and South Fulton Wastewater Capacity Study. Both studies identified future needs for both the North Fulton water distribution system and the sanitary sewer systems in South Fulton County.

The Public Works Department hosted three separate public forums where customers and the general public could interact with County personnel leading the study and get more details associated with the Department's recommendation. The 1st meeting was conducted on Monday July 28th at the South Fulton County Service Center located at 5600 Stonewall Tel Road. The 2nd Meeting was held on Tuesday July 29th at the North Fulton County Service Center located at 11575 Maxwell Road. The 3rd meeting was a virtually held meeting conducted on August 7th. All of these meetings were held between 5:30PM and 7:30PM. Questions from the public were generally centered around specific projects planned in the coming years.

Scope of Work: In 2024, the Fulton County Public Works Department partnered with Goodwyn, Mills, and Cawood to assess both current and future financial needs, guided by projects identified in the Capital Improvement Program and the North Fulton Water Master Plan. In collaboration with the Finance Department, the Public Works team developed a comprehensive roadmap to fund critical infrastructure projects required to support continued growth and maintain expected service levels throughout the service areas of North and South Fulton County. This roadmap was developed in alignment with departmental requirements and operational constraints. As part of this effort, the team built a robust financial model that incorporated key considerations such as historical data analysis, debt ratio and financing requirements, operational forecasting, and anticipated capital needs. One notable consideration is the necessary expansion of the Camp Creek Water Reclamation Facility from a treatment capacity upgrade, which will need to occur in the near future based on current flow trends.

Community Impact: The proposed changes to the rate structure would increase rates and strategically position the Public Works Department to fund near term capital improvement projects. Approval of this agenda item will provide allow the Public Works Department to adjust rates accordingly beginning January 1st, 2026 and January 1st, 2027.

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

Project Implications: The recommendation to raise the volumetric rate is required give the Public Works Department the ability to complete projects identified within the current capital improvement project list and Water Masterplan.

Community Issues/Concerns: The majority of community concerns focused on which specific projects would be supported by the additional funding. While some residents voiced apprehension about potential rate increases, the County was able to demonstrate that the proposed rate structure remains consistent with those of other metro Atlanta utilities.

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

Fiscal Impact / Funding Source

Funding Line 1:

n/a

A RESOLUTION TO APPROVE A FIVE PERCENT (5%) WATER AND SEWER VOLUMETRIC RATE INCREASE FOR EACH OF THE NEXT TWO (2) YEARS; TO MAKE THE NECESSARY INCREASES TO THE WATER AND SEWER FEE SCHEDULES; TO APPROVE MODIFICATIONS TO THE WATER CONNECTION FEES FOR NORTH FULTON; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, Fulton County, Georgia ("Fulton County"), is delegated the authority to provide sewer and water services in the Supplementary Powers provision of the Georgia Constitution (Art. 9, § 2, ¶ III of the Georgia Constitution of 1983); and

WHEREAS, Fulton County's authority to "prescribe, revise, and collect rates, fees, tolls, or charges for the services" is set out in O.C.G.A. § 36-82-62; and

WHEREAS, the Metropolitan North Georgia Water Planning District ("MNGWPD") recommends to local governments in its Wastewater and Water Management Plans that water rates should be based on a local rate study and designed to provide a sufficient revenue stream to support program costs and facility maintenance; and

WHEREAS, on February 17, 2021, under Agenda Item No. 21-0143, the Fulton County Board of Commissioners ("BOC") received the South Fulton Wastewater Capacity Study ("SFWCS") which focused on the anticipated growth of the South Fulton County area and the improvements necessary to serve this growth; and

WHEREAS, on March 5, 2025, under Agenda Item No. 25-0165, the BOC approved and adopted the North Fulton Water Masterplan which focused on the water distribution system needs of North Fulton, the anticipated growth of the North Fulton County area, and the improvements necessary to serve and sustain that growth; and

WHEREAS, the 2025 Rate Study (the "Study") conducted by the Public Works Department identified the need for certain improvements to the Fulton County water and sewer infrastructure system ("System"); and

WHEREAS, in order to meet the current and future water and sewer needs of Fulton County through 2027, and to sustain and improve the quality of health for its citizens, the County must continue to provide funding for the Capital Improvement Program (the "Program") and for the implementation of both the SFWCS and North Fulton Water Masterplan; and

WHEREAS, the Public Works Department held public hearings on July 28, 2025 at the South Fulton Service Center, on July 29, 2025 at the North Fulton Service Center, as well as a virtual meeting on August 7, 2025, to inform the public about the proposed rate increases and to provide an opportunity for community feedback; and

WHEREAS, in order to provide the necessary funding, the Public Works Department recommends increasing the water and sewer rates and all associated fees across-the-board by 5% each year for the next 2 years, effective January 1, 2026 and January 1, 2027; and

WHEREAS, the Fulton County Board of Commissioners recognizes the need for the capital improvement projects identified in the Program and the improvements determined by the SFWCS and North Fulton Water Masterplan and is committed to providing quality services that help to sustain and enhance the System along with the quality of life for all its citizens.

NOW, THEREFORE BE IT RESOLVED the Fulton County Board of Commissioners hereby approves a five percent (5%) water and sewer volumetric rate increase each year for the next two years, making the necessary increase to water and sewer fee schedules, effective January 1, 2026 and January 1, 2027.

BE IT FINALLY RESOLVED, that this Resolution shall become effective when adopted and that all resolutions and provisions of the Code of Laws in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED, by the Board of Commissioners of Fulton County, Georgia this 1st day of October 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

_____

Robert L. Pitts, Chairman (At-Large)

ATTEST:

_____

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

FULTON COUNTY

WATER AND SEWER RATE ANALYSIS

Final Report

May 2025

WATER AND SEWER RATE ANALYSIS

Final Report

Prepared by
GMC and The Shpigler Group

Prepared for
Fulton County

May 2025

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Executive Summary

Rate analysis is one of the most important and yet least understood aspects of water and wastewater utility operation. The development of the right rate structure is critical to ensuring the Fulton County Public Works Department meets its financial obligations, ensures levels of service, customers are charged at fair and equitable rates, and stakeholder interests are in full alignment. As such, Fulton County Public Works has undertaken a rigorous analysis to ensure that it accomplished these objectives. Historically, the process involves three key steps:

- Revenue Requirement – the revenues of the water system are compared to the cost structure to determine the adequacy of rates to cover costs
- Cost Allocation – allocating the revenue classes according to customer classes in order to ensure proper allocation
- Rate Design – blending the elements of revenue requirements and cost allocation to develop the appropriate rate structures for each class of service that achieve the goals of the organization and community

To ensure that these steps were followed, a detailed operational analysis was undertaken to streamline the process and align results with best practices.

Water utilities are challenged to establish fair and equitable rates that properly reflect the costs of operating a water utility. According to the M1 manual established by the AWWA,

> *"Establishing cost-based rates, fees, and charges is an important component in a well-managed and operated water utility. Cost-based rates provide sufficient funding to allow communities to build, operate, maintain, and reinvest in the water system that provides the community with safe and reliable drinking water and fire protection. Properly and adequately funded water systems also allow for the economic development and sustainability of the local community."*[1]

The Public Works Department's main objective is to design a rate structure that generates sufficient revenue to support the delivery of high-quality service, is consistent with industry practices, and is responsive to utility and stakeholder needs. Stakeholders may include:

- Customers
- Policy makers
- Suppliers
- Regulators
- Rating agencies
- Industry
- Lenders
- Employees

[1] "Water Rates, Fees, and Charges", AWWA Manual M1, 7th Edition.

The PW Department approach to rate design was grounded in several core principles that guided the development of fair and effective rates. Those fundamental principles are as follows[2]:

- Effectiveness in yielding total revenue requirements (full cost recovery)
- Revenue stability and predictability
- Stability and predictability of the rates themselves from unexpected or adverse changes
- Promotion of efficient resource use (conservation and efficient use)
- Fairness in the apportionment of total costs of service among the different ratepayers
- Avoidance of undue discrimination (subsidies) within the rates
- Dynamic efficiency in responding to changing supply-and-demand patterns
- Freedom from controversies as to proper interpretation of the rates
- Simple and easy to understand
- Simple to administer
- Legal and defendable

[2] Bonbright, J.C., Danielsen, A.L., Kamerschen, D.R. "Principles of Public Utility Rates, 2nd ed.", Public Utilities Reports, 1988.

Historical Data

The Fulton County Water and Sewer system has seen continual increases in its operating revenue in recent years, growing from $153.8 million in 2021 to $177.0 million in 2024:

	2021	2022	2023	2024
Operating Revenue				
Sewer Service Charge	$ 100,140,682	$ 104,145,095	$ 111,951,562	$ 116,664,892
Water Consumption Customers	$ 41,542,055	$ 46,710,205	$ 47,510,970	$ 49,733,507
Industrial Waste Surcharge	$ 1,912,745	$ 1,992,473	$ 1,827,464	$ 1,510,606
O&M Sewer	$ 1,840,154	$ 1,974,169	$ 2,683,644	$ 2,476,127
Pre Treatment Grease Trap	$ 404,172	$ 346,176	$ 217,702	$ 291,022
Rental Income - Property	$ 106,844	$ 90,406	$ 98,625	$ 106,844
Dumping Charges	$ 113,009	$ 62,134	$ 112,459	$ 45,687
Charge Other Srvcs - Misc	$ 1,540	$ 30,381	$ 140,354	$ 50,235
Miscellaneous	$ -	$ 25,988	$ 53,216	$ 2,550
Ind Monitor Fees	$ 43,590	$ 18,941	$ 33,964	$ 3,687
Return Check Fee	$ (3,071)	$ 191	$ 3,485	$ (2,268)
Refunds & Voids	$ 5,301	$ -	$ 3,269	$ 194,257
Diverted Water Fees	$ -	$ -	$ 1,300	$ -
Reimbursements	$ 26	$ -	$ 43	$ -
Junk/Scrap Sales	$ -	$ 13,343	$ -	$ -
Sewer Connection - Camp Creek	$ 2,189,887	$ 2,412,314	$ 1,934,529	$ 1,551,518
Sewer Connection - Big Creek/Johns Creek	$ 2,299,361	$ 1,394,920	$ 1,345,322	$ 1,653,379
Water Meter Setting Fee	$ 1,088,455	$ 1,117,394	$ 1,322,916	$ 1,246,241
Water System Capacity	$ 1,289,193	$ 933,585	$ 946,659	$ 1,151,523
Subdivision Inspections	$ 176,123	$ 235,527	$ 159,389	$ 223,870
Sewer Connection - Sandy Springs	$ 597,773	$ 127,218	$ 93,203	$ 31,503
Sewer Connection - Little River	$ 13,005	$ 6,823	$ 38,021	$ 40,768
Bores	$ 2,218	$ 1,760	$ 9,184	$ 13,479
Flow Tests	$ 3,010	$ 2,879	$ 3,283	$ 3,994
Sewer Connection - Utoy Creek	$ 9,168	$ -	$ 1,895	$ 31,840
Petition Assessments	$ -	$ -	$ -	$ 2,841
Total Operating Revenue	$ 153,775,240	$ 161,641,922	$ 170,492,458	$ 177,028,102

Operating expenses, depreciation expense, and operating income have also been growing over the same time period:

	2021	2022	2023	2024
Operating Expenses				
Administrative and General	$ 5,578,000	$ 5,683,000	$ 5,677,000	$ 6,170,905
Personnel Services	$ 22,926,000	$ 24,310,000	$ 24,458,000	$ 26,119,781
Contractual Services	$ 36,383,000	$ 35,832,000	$ 42,013,000	$ 41,615,900
Operating Services	$ 15,392,000	$ 16,706,000	$ 18,117,000	$ 18,294,485
Total Operating Expenses	$ 80,279,000	$ 82,531,000	$ 90,265,000	$ 92,201,070
Depreciation and Amortization	$ 37,277,000	$ 39,560,000	$ 39,933,000	$ 42,542,009
Operating Income	$ 36,219,240	$ 39,550,922	$ 40,294,458	$ 42,285,023

As a result, the net position for the operating fund has grown from $1.05 billion to $1.16 billion in the past three years:

	2021	2022	2023	2024
Non-Operating Revenue				
Gain(Loss) on Investment	$ (641,000)	$ (4,626,000)	$ (2,639,000)	$ (2,635,333)
Interest Income	$ 16,000	$ 4,123,000	$ 11,614,000	$ 5,109,600
Interest Expense	$ (17,455,000)	$ (15,901,000)	$ (15,963,000)	$ (16,439,667)
Total Non-Operating Revenue	$ (18,080,000)	$ (16,404,000)	$ (6,988,000)	$ (13,965,400)
Income before contributions and transfers	$ 18,139,240	$ 23,146,922	$ 33,306,458	$ 28,319,623
Capital Contribution	$ 3,858,000	$ 6,427,000	$ 12,386,000	$ 7,557,000
Change in Net Position	$ 21,997,240	$ 29,573,922	$ 45,692,458	$ 35,876,623
Starting Net Position	$ 1,027,051,000	$ 1,049,048,240	$ 1,078,622,162	$ 1,124,314,620
Ending Net Position	$ 1,049,048,240	$ 1,078,622,162	$ 1,124,314,620	$ 1,160,191,243

Current Operations

Fulton County Water and Sewer provides water service to 81,085 customers and sewer service to 106,717 customers.

Water Accounts

5/8" or 3/4"	76,902
1"	694
1-1/2"	364
2"	916
3"	272
4"	714
6"	793
8"	413
10"	16
12"	1

Sewer Accounts

5/8" or 3/4"	101,211
1"	913
1-1/2"	479
2"	1,206
3"	358
4"	940
6"	1,044
8"	544
10"	21
12"	1

Annual Sales - Water ($MM)

Hydrant	$	69,121
Irrigation	$	5,346,882
Water	$	44,603,452

Total	$	50,019,455

Annual Sales - Sewer ($MM)

Sewer	$	61,304,937
Atlanta	$	51,320,569

Service Delivery - Water (gallons)

Hydrant	6,805,947
Irrigation	615,422,322
Water	8,625,844,054

Total	9,248,072,323

Service Delivery - Sewer (gallons)

Sewer	7,130,697,018

Current Rates

Fulton Water and Sewer have been pursuing a consistent approach of increasing rates by 5.0% annually in recent years. Below are the 2025 rates currently in place:

	Water				Irrigation		Sewer	
Meter Size	Base Charge	Additional Cost			Base Charge	Additional Cost/1,000	Base Charge	Additional Cost/1,000
3/4"	$10.71	$4.51	$5.63	$9.02	$10.71	$9.02	$10.71	$8.55
1"	$14.70	$4.51	$5.63	$9.02	$14.70	$9.02	$10.71	$8.55
1-1/2"	$18.72	$4.51	$5.63	$9.02	$18.72	$9.02	$10.71	$8.55
2"	$20.50	$4.51	$5.63	$9.02	$20.50	$9.02	$10.71	$8.55
3"	$61.54	$4.51	$5.63	$9.02	$61.54	$9.02	$10.71	$8.55
4"	$65.12	$4.51	$5.63	$9.02	$65.12	$9.02	$10.71	$8.55
6"	$131.12	$4.51	$5.63	$9.02	$131.12	$9.02	$10.71	$8.55
8"	$168.13	$4.51	$5.63	$9.02	$168.13	$9.02	$10.71	$8.55
10"	$205.15	$4.51	$5.63	$9.02	$205.15	$9.02	$10.71	$8.55

The base charges for each meter increase for water and irrigation service; however, the base charge is kept at a flat level of $10.71 for sewer service, regardless of meter size. One version of a graduated approach to differentiate base charges over time is illustrated below:

	Base Sewer Charge								
Meter Size	2026	2027	2028	2029	2030	2031	2032	2033	2034
3/4"	$10.71	$10.71	$10.71	$10.71	$10.71	$10.71	$10.71	$10.71	$10.71
1"	$11.25	$11.71	$11.71	$11.71	$11.71	$11.71	$11.71	$11.71	$11.71
1-1/2"	$11.25	$11.81	$12.40	$13.02	$13.67	$14.35	$15.07	$15.49	$15.49
2"	$11.25	$11.81	$12.40	$13.02	$13.67	$14.35	$15.07	$15.82	$16.61
3"	$11.25	$11.81	$12.40	$13.02	$13.67	$14.35	$15.07	$15.82	$16.61
4"	$11.25	$11.81	$12.40	$13.02	$13.67	$14.35	$15.07	$15.82	$16.61
6"	$11.25	$11.81	$12.40	$13.02	$13.67	$14.35	$15.07	$15.82	$16.61
8"	$11.25	$11.81	$12.40	$13.02	$13.67	$14.35	$15.07	$15.82	$16.61
10"	$11.25	$11.81	$12.40	$13.02	$13.67	$14.35	$15.07	$15.82	$16.61
12"	$11.25	$11.81	$12.40	$13.02	$13.67	$14.35	$15.07	$15.82	$16.61

Financial Requirements

There are two main elements associated with the financial requirements: operating expense and debt service. Based on current trends, we can forecast the following growth of the operating expense, growing at an average annual rate of 3.9% over the time period 2024-2034:

OpEx

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Operating Expenses											
Administrative and General	$ 8,631,884	$ 8,934,000	$ 9,246,690	$ 9,570,324	$ 9,905,285	$ 10,251,970	$ 10,610,789	$ 10,982,167	$ 11,366,543	$ 11,764,372	$ 12,176,125
Personnel Services	$ 26,850,685	$ 27,790,459	$ 28,763,125	$ 29,769,835	$ 30,811,779	$ 31,890,191	$ 33,006,348	$ 34,161,570	$ 35,357,225	$ 36,594,728	$ 37,875,543
Contractual Services	$ 39,884,852	$ 47,118,942	$ 48,563,771	$ 50,059,168	$ 51,606,905	$ 53,208,812	$ 54,866,787	$ 56,582,790	$ 58,358,853	$ 60,197,079	$ 62,099,643
Operating Services	$ 19,110,401	$ 19,779,265	$ 20,471,540	$ 21,188,044	$ 21,929,625	$ 22,697,162	$ 23,491,563	$ 24,313,767	$ 25,164,749	$ 26,045,516	$ 26,957,109
Total Operating Expenses	$ 94,477,822	$ 103,622,666	$ 107,045,125	$ 110,587,370	$ 114,253,594	$ 118,048,136	$ 121,975,486	$ 126,040,294	$ 130,247,370	$ 134,601,694	$ 139,108,419

Furthermore, Fulton County will also need to service the debt that it currently has and will add in the future in support of capital improvement efforts. The current debt level requires annual debt payments in excess of $39 million for each of the next three years, followed by seven years of debt payments in excess of $44 million, before the debt level is reduced in 2035:

Fulton County, Georgia — Department of Finance

BUDGET THE TOTAL ANNUAL AMOUNT IN 201-999-D100-1600

HOWEVER, TRUSTEE TELLS US VIA LETTER IF WE CAN BUDGET LESS

Water & Sewerage System Bonded Debt Obligations by Name - Summary

Total Issue and County Share

Beginning with Budget Year 2024

Issue	Total Principal	Total Interest	Total Issue	County Principal	County Interest	County Total
2020A	289,095,000.00	121,487,400.00	410,582,400.00	289,095,000.00	121,487,400.00	410,582,400.00
2013	219,705,000.00	69,035,750.00	288,740,750.00	219,705,000.00	69,035,750.00	288,740,750.00
2020B	46,097,000.00	962,124.80	47,059,124.80	46,097,000.00	962,124.80	47,059,124.80
Total Water/Sewer outstanding bonds	554,897,000.00	191,485,274.80	746,382,274.80	554,897,000.00	191,485,274.80	746,382,274.80

Amounts for Debt service-budget year	Total Principal	Total Interest	Total Issue	County Principal	County Interest	County Total
2025	20,442,000.00	19,003,458.80	39,445,458.80	20,442,000.00	19,003,458.80	39,445,458.80
2026	20,785,000.00	18,583,556.00	39,368,556.00	20,785,000.00	18,583,556.00	39,368,556.00
2027	21,140,000.00	18,152,760.00	39,292,760.00	21,140,000.00	18,152,760.00	39,292,760.00
2028	27,110,000.00	17,710,550.00	44,820,550.00	27,110,000.00	17,710,550.00	44,820,550.00
2029	28,390,000.00	16,355,050.00	44,745,050.00	28,390,000.00	16,355,050.00	44,745,050.00
2030	29,735,000.00	14,935,550.00	44,670,550.00	29,735,000.00	14,935,550.00	44,670,550.00
2031	31,400,000.00	13,448,800.00	44,848,800.00	31,400,000.00	13,448,800.00	44,848,800.00
2032	32,795,000.00	11,977,550.00	44,772,550.00	32,795,000.00	11,977,550.00	44,772,550.00
2033	34,350,000.00	10,355,300.00	44,705,300.00	34,350,000.00	10,355,300.00	44,705,300.00
2034	35,655,000.00	8,981,300.00	44,636,300.00	35,655,000.00	8,981,300.00	44,636,300.00
2035	23,935,000.00	7,572,600.00	31,507,600.00	23,935,000.00	7,572,600.00	31,507,600.00
2036	24,655,000.00	6,854,550.00	31,509,550.00	24,655,000.00	6,854,550.00	31,509,550.00
2037	25,395,000.00	6,114,900.00	31,509,900.00	25,395,000.00	6,114,900.00	31,509,900.00
2038	26,155,000.00	5,353,050.00	31,508,050.00	26,155,000.00	5,353,050.00	31,508,050.00
2039	26,940,000.00	4,568,400.00	31,508,400.00	26,940,000.00	4,568,400.00	31,508,400.00
2040	27,745,000.00	3,760,200.00	31,505,200.00	27,745,000.00	3,760,200.00	31,505,200.00
2041	28,580,000.00	2,927,850.00	31,507,850.00	28,580,000.00	2,927,850.00	31,507,850.00
2042	29,220,000.00	2,284,800.00	31,504,800.00	29,220,000.00	2,284,800.00	31,504,800.00
2043	29,880,000.00	1,627,350.00	31,507,350.00	29,880,000.00	1,627,350.00	31,507,350.00
2044	30,590,000.00	917,700.00	31,507,700.00	30,590,000.00	917,700.00	31,507,700.00
2045	0.00	0.00	0.00	0.00	0.00	0.00
2046	0.00	0.00	0.00	0.00	0.00	0.00
2047	0.00	0.00	0.00	0.00	0.00	0.00
2048	0.00	0.00	0.00	0.00	0.00	0.00
Total Water & Sewer debt	554,897,000.00	191,485,274.80	746,382,274.80	554,897,000.00	191,485,274.80	746,382,274.80

Additional debt taken on by Fulton County has an impact on rates charged to consumers, and are discussed in the following section.

Forecasts

In order to assess the potential to support capital improvement projects, a detailed modeling exercise was conducted to evaluate options. After iterative analysis and discussion among team members, a viable financeable scenario was arrived at with the goal of a cash-financing target of $35 million for 2025 and $40 million per year thereafter.

To evaluate the financial viability of different options required a detailed assessment of a number of factors – operational requirements and the resulting debt ratios[3], cash on hand, and debt payment requirements – that coupled with the current state of department operations.

There were three initial rate scenarios that were considered as part of the exercise:

1. Maintain current rates without any increases during the forecast period
2. Continue the practice over the past years of increasing rates by 5.0% per year
3. Increase the annual rate increase to 6.5%

The first scenario was deemed as unfeasible given that not enough revenue was generated to support operations. Based on projections of revenue and operational expenses, it was forecasted that a zero-rate increase would result in the department running out of reserves by 2029. Furthermore, failing to raise rates to meet the currently identified needs leads to less sustainable future and greater instability as the water and sewer infrastructure continues to age. A proactive approach is essential to reducing operational risks while meeting the expected levels of service.

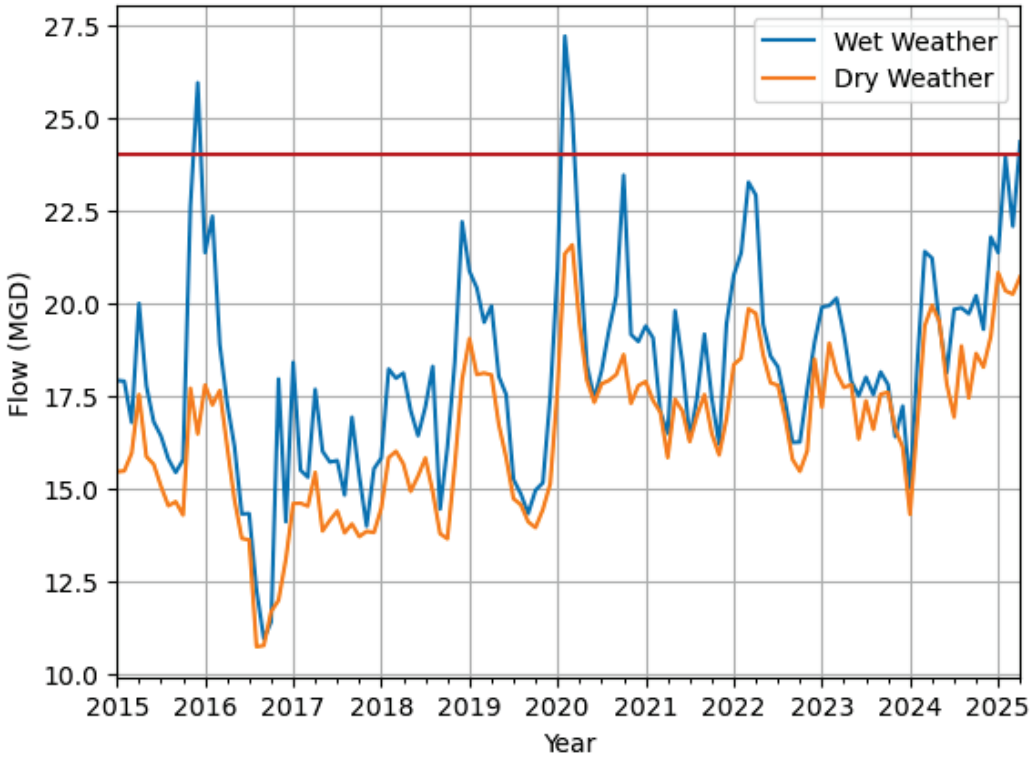
In contrast, scenario three offered strong financial returns by raising the annual rate increases. However, the conclusion was that doing so would place an unnecessary burden on ratepayers, absent the absolute operational and financial requirement to do so.

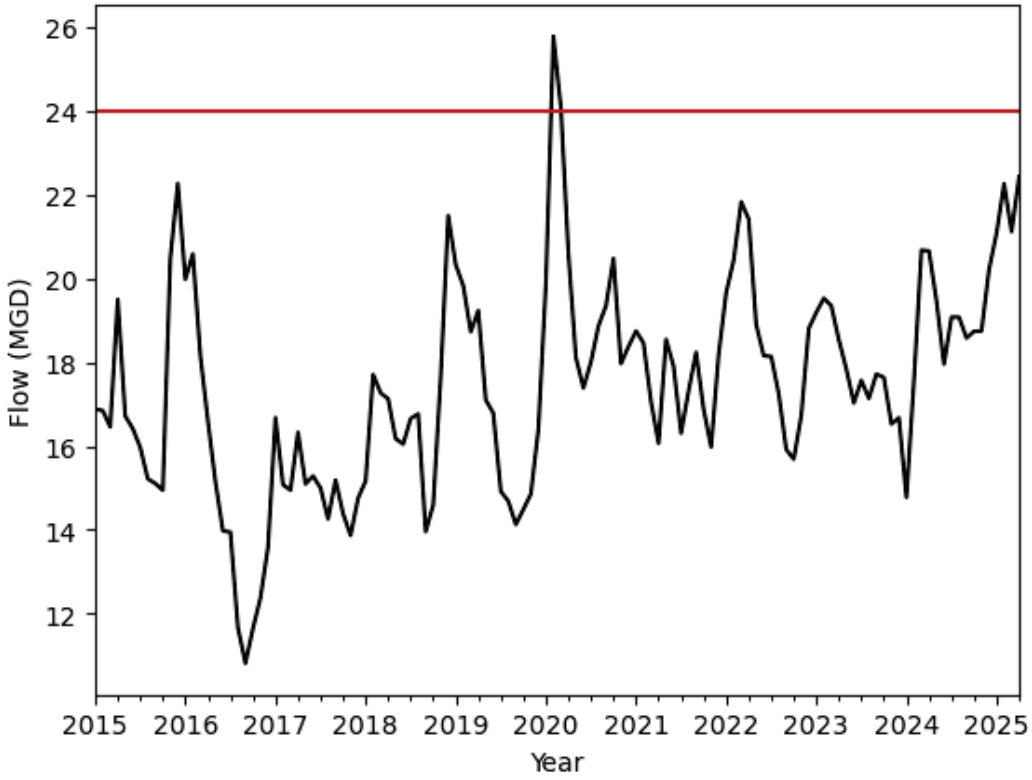
Therefore, the consensus reached was to identify a viable approach to funding capital and operational requirements with a continued 5.0% annual rate increase. The current plans call for the need to finance a series of major capital improvement projects starting in 2027 that are expected to total $450 million. These projects include:

- Camp Creek Improvement Project
- White Water, Tricum, Line Creek Pump Station Improvements (S154)
- Campbellton Pump Station (S171)
- Friendship I Pump Station (S172)
- Ono Road Pump Station Upgrade (S180)
- North Coleman Road Water Line Replacement (W051)
- Birmingham Water Line Loop (S052)
- Alpharetta 54" Transmission Water Main Subprojects (W-NEW)

Below are graphics that illustrate the state of operations that would be impacted by the Camp Creek project:

[3] The targeted debt ratio is 1.0 and above.



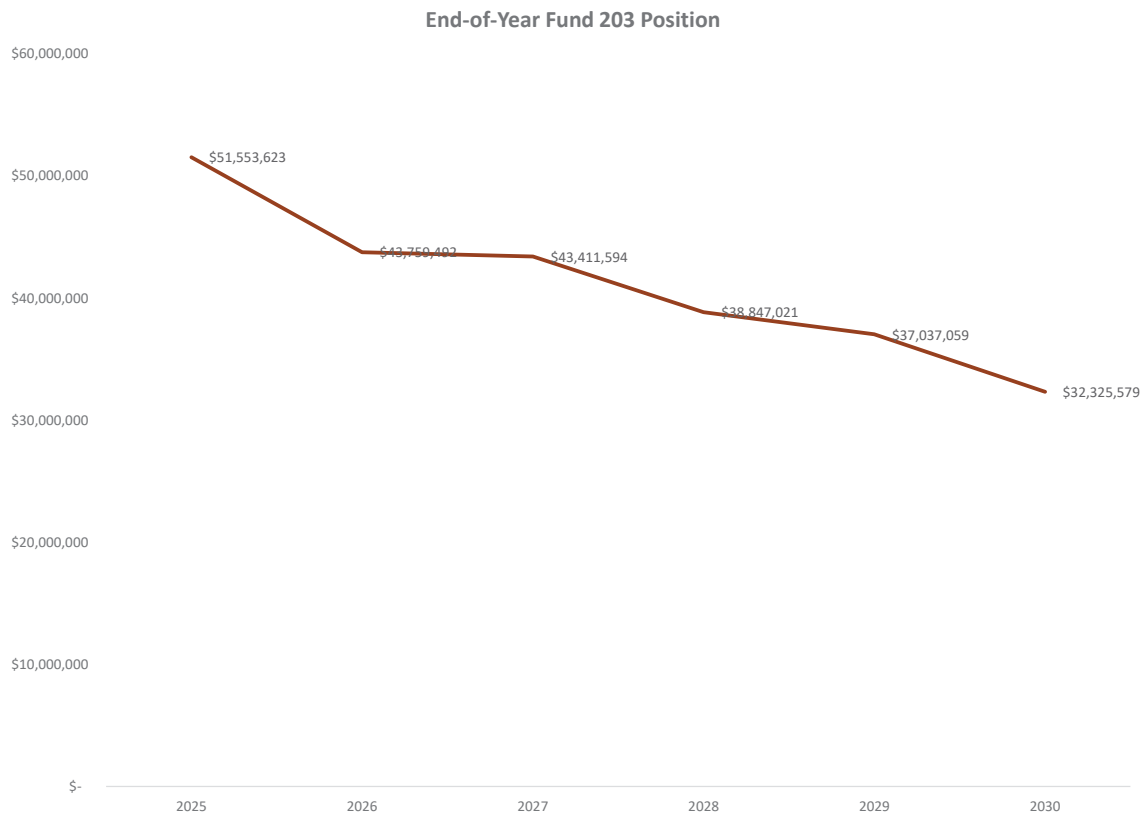


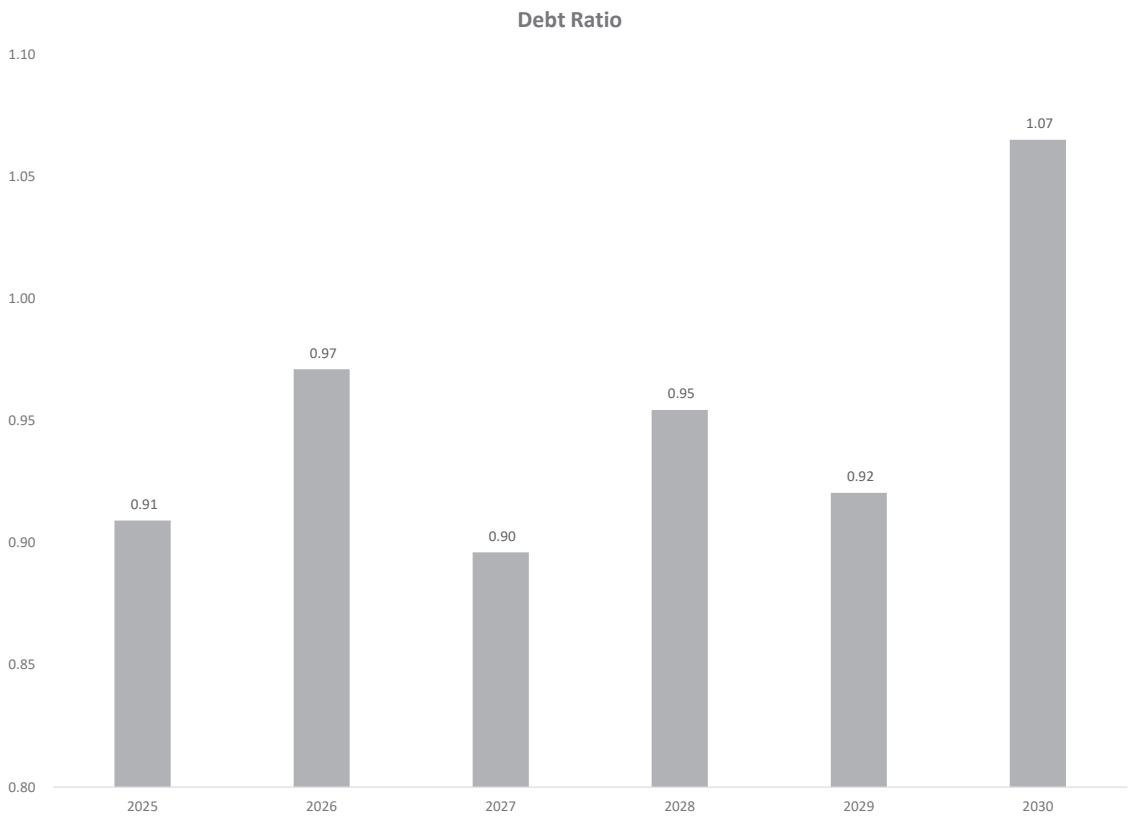
In order to achieve a viable debt-financing of these projects, analysis demonstrates that half ($225 million) would need to be financed in 2027, with the other half ($225 million) being

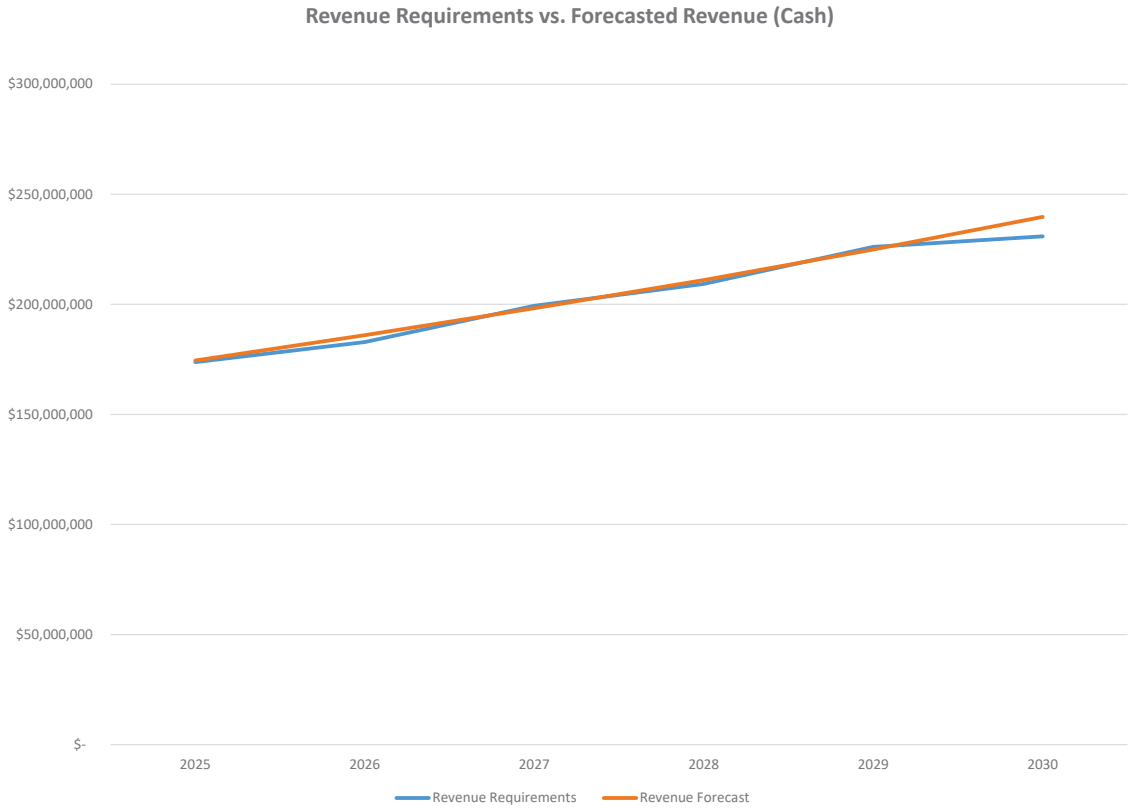
financed in 2029. Discussions with operational team members confirmed that such a plan would work. Below are the results from this scenario:

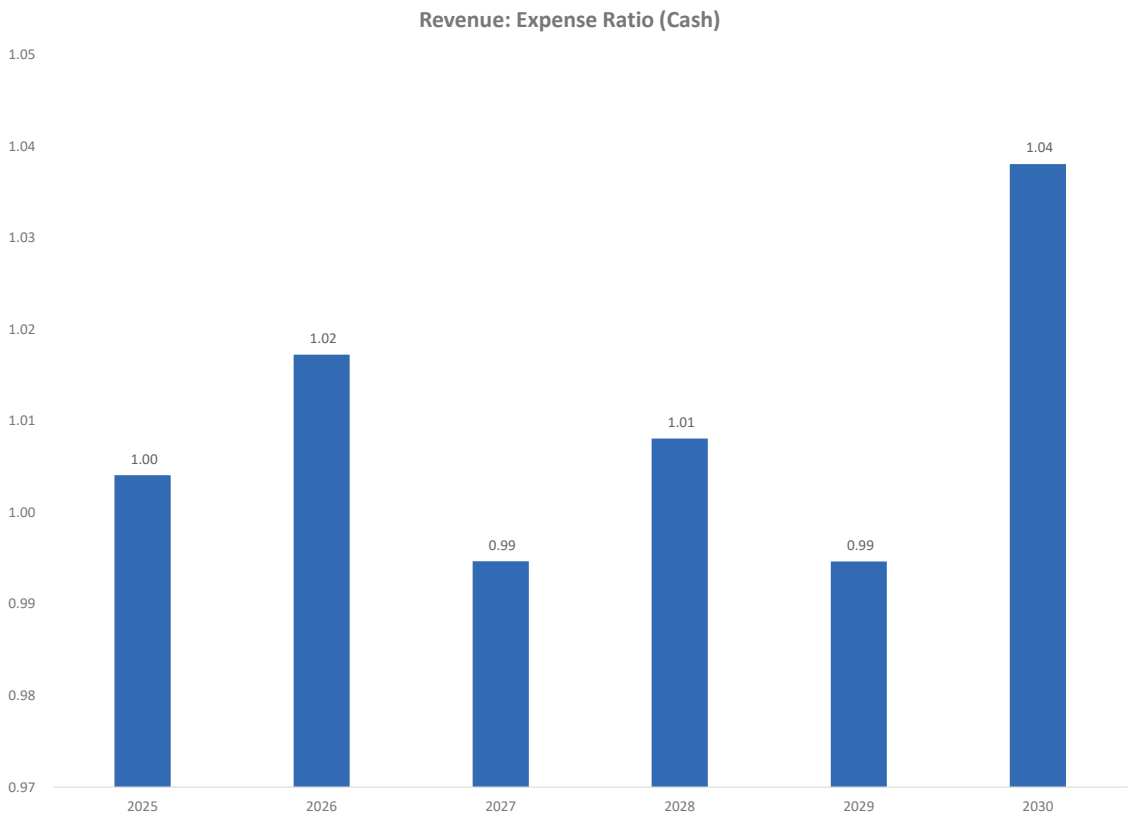
Revenue Requirements - Cash

	2025	2026	2027	2028	2029	2030
Operating Revenue						
Water and Sewerage Revenue	$ 174,486,593	$ 186,000,831	$ 198,252,613	$ 211,018,143	$ 224,937,133	$ 239,713,112
Total Operating Revenue	$ 174,486,593	$ 186,000,831	$ 198,252,613	$ 211,018,143	$ 224,937,133	$ 239,713,112
Operating Expenses						
Administrative and General	$ 8,934,000	$ 9,291,360	$ 9,663,014	$ 10,049,535	$ 10,451,516	$ 10,869,577
Personnel Services	$ 27,790,459	$ 28,902,077	$ 30,058,161	$ 31,260,487	$ 32,510,906	$ 33,811,343
Contractual Services	$ 47,118,942	$ 49,003,699	$ 50,963,847	$ 53,002,401	$ 55,122,497	$ 57,327,397
Operating Services	$ 19,779,265	$ 20,570,436	$ 21,393,254	$ 22,248,984	$ 23,138,943	$ 24,064,501
Total Operating Expenses	$ 103,622,666	$ 107,767,573	$ 112,078,276	$ 116,561,407	$ 121,223,863	$ 126,072,817
CapEx - Cash	$ 35,000,000	$ 40,000,000	$ 40,000,000	$ 40,000,000	$ 40,000,000	$ 40,000,000
Operating Income	$ 35,863,927	$ 38,233,258	$ 46,174,337	$ 54,456,737	$ 63,713,270	$ 73,640,295
Non-Operating Revenue						
Interest Income	$ 4,287,400	$ 4,287,400	$ 4,287,400	$ 4,287,400	$ 4,287,400	$ 4,287,400
Debt Payment	$ (39,445,459)	$ (39,368,556)	$ (51,526,310)	$ (57,054,100)	$ (69,212,149)	$ (69,137,649)
Total Non-Operating Revenue	$ (35,158,059)	$ (35,081,156)	$ (47,238,910)	$ (52,766,700)	$ (64,924,749)	$ (64,850,249)
Income before contributions and transfers	$ 705,869	$ 3,152,102	$ (1,064,572)	$ 1,690,037	$ (1,211,480)	$ 8,790,046
Revenue Requirement	$ 173,780,725	$ 182,848,729	$ 199,317,185	$ 209,328,106	$ 226,148,612	$ 230,923,067
Forecasted Revenue	$ 174,486,593	$ 186,000,831	$ 198,252,613	$ 211,018,143	$ 224,937,133	$ 239,713,112



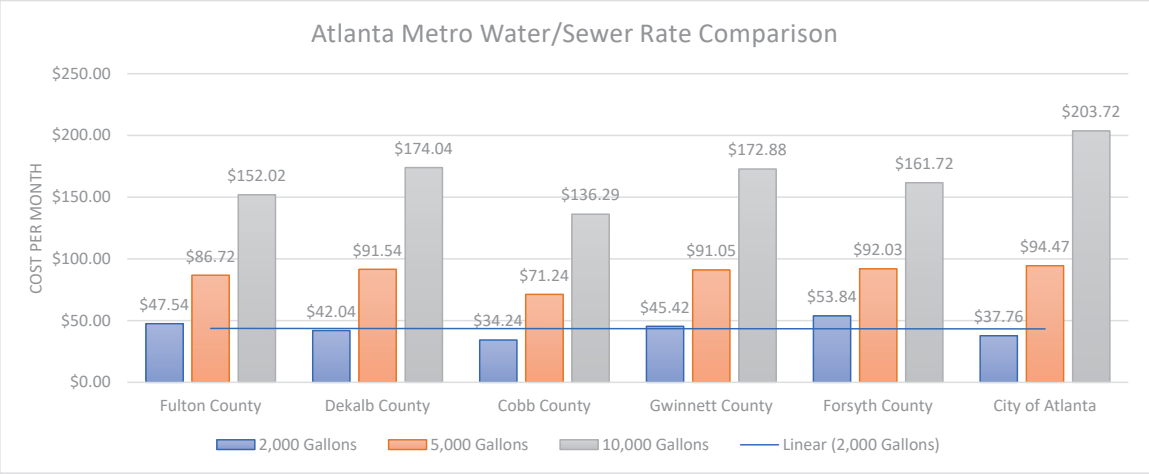

Debt Ratio
1.10
1.05
1.00
0.95
0.90
0.85
0.80
0.91
0.97
0.90
0.95
0.92
1.07
2025
2026
2027
2028
2029
2030

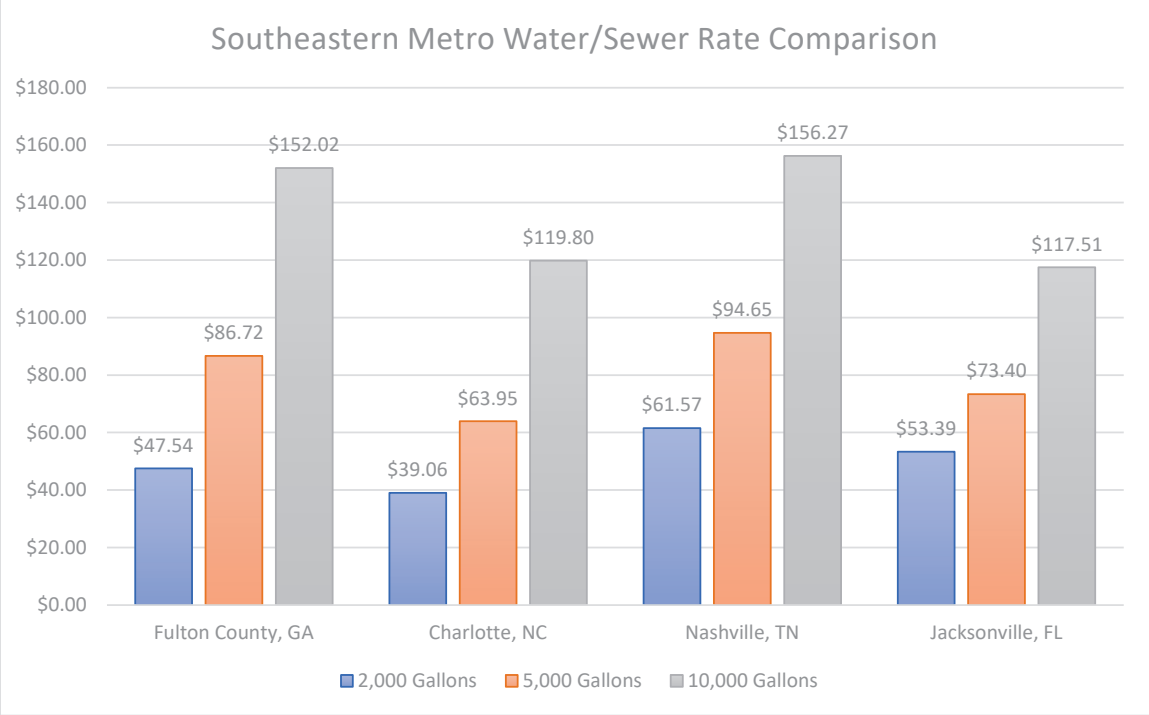

Revenue Requirements vs. Forecasted Revenue (Cash)
$300,000,000
$250,000,000
$200,000,000
$150,000,000
$100,000,000
$50,000,000
$-
2025
2026
2027
2028
2029
2030
Revenue Requirements
Revenue Forecast


Revenue: Expense Ratio (Cash)
1.05
1.04
1.03
1.02
1.01
1.00
0.99
0.98
0.97
1.00
1.02
0.99
1.01
0.99
1.04
2025
2026
2027
2028
2029
2030

Benchmarking

In comparing the Fulton County water and sewer costs to neighboring communities, the Fulton costs are within the range of neighboring water and sewer systems.



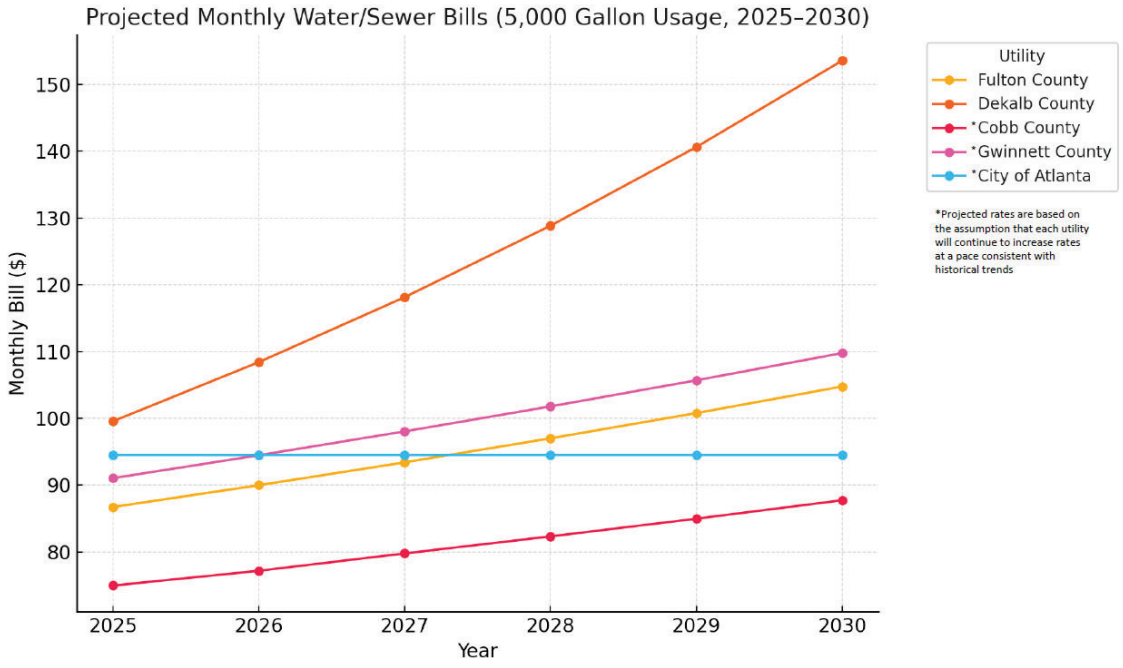


Maintaining the current approach of increasing rates by 5% annually will ensure that Fulton County remains in alignment with neighboring water and sewer systems.

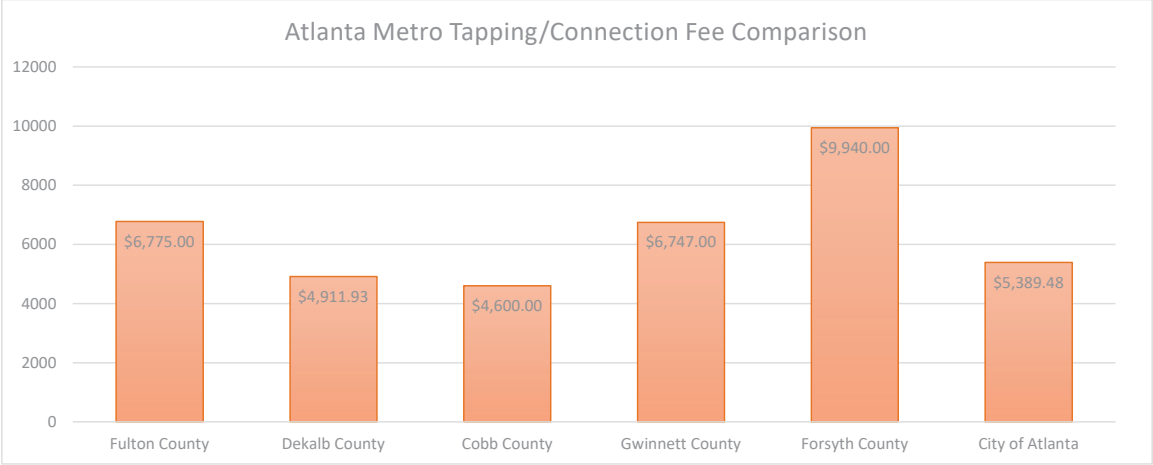
Total Monthly Bill by Gallons Used

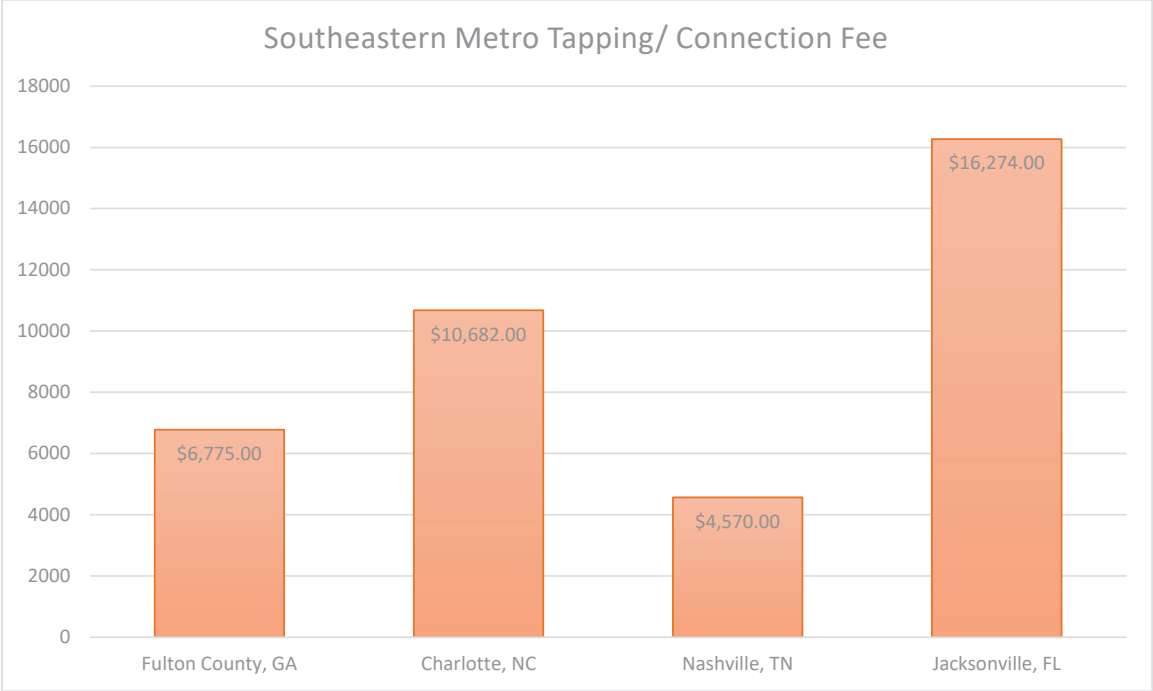
Utility	Gallons Used	2025	2026	2027	2028	2029	2030
Fulton County	2,000	$47.54	$48.85	$50.22	$51.66	$53.17	$54.76
	5,000	$86.72	$89.99	$93.41	$97.01	$100.79	$104.76
	10,000	$152.02	$158.55	$165.41	$172.61	$180.17	$188.10
Dekalb County	2,000	$45.13	$48.53	$52.27	$56.38	$60.90	$65.88
	5,000	$99.58	$108.42	$118.15	$128.85	$140.63	$153.57
	10,000	$190.33	$208.25	$227.96	$249.64	$273.49	$299.73
*Cobb County	2,000	$37.96	$38.84	$39.75	$40.70	$41.69	$42.72
	5,000	$74.96	$77.17	$79.77	$82.32	$84.97	$87.73
	10,000	$140.01	$144.66	$150.13	$155.49	$161.07	$166.88
*Gwinnett County	2,000	$45.42	$46.79	$48.22	$49.71	$51.28	$52.91
	5,000	$91.05	$94.47	$98.05	$101.79	$105.69	$109.77
	10,000	$172.88	$179.98	$187.41	$195.17	$203.27	$211.75
*City of Atlanta	2,000	$37.76	$37.76	$37.76	$37.76	$37.76	$37.76
	5,000	$94.47	$94.47	$94.47	$94.47	$94.47	$94.47
	10,000	$203.72	$203.72	$203.72	$203.72	$203.72	$203.72

* Projected rates are based on the assumption that each utility will continue to increase rates at a pace consistent with historical trends



Likewise, Fulton County's tapping/connection fees are in line with those of neighboring communities.





Conclusion

Fulton County is able to effectively manage system operations and continue delivering water and sewer services to the community by:

- Maintaining its current practices of increasing water and sewer rates by 5.0% on an annual basis
- Ensuring that operating expenses are kept stable, with annual increases to be maintained within 4.0%
- Keeping cash-financed capital projects to $40 million per year
- Financing the large capital projects (e.g., Camp Creek Improvement Project and others) with debt of $450 million, split between 50% in 2027 and 50% in 2029

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0719 **Meeting Date:** 10/1/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval a Resolution to amend Fulton County's current budget to increase the departmental budget for Magistrate Court by $178,000.00 based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory/Barrett/Arrington)**
(MOTION TO APPROVE AS AMENDED FAILED ON 9/17/25)

A RESOLUTION TO AMEND FULTON COUNTY'S CURRENT BUDGET TO INCREASE THE DEPARTMENTAL BUDGET FOR MAGISTRATE COURT BY $178,000 BASED ON CURRENT UNDERRUNS IN THE COUNTY'S OVERALL 2025 FISCAL YEAR BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-81-3 provides that counties "shall establish by ordinance, local law, or appropriate resolution a fiscal year for the operations of the local government" and that counties "shall adopt and operate under an annual balanced budget" to be adopted by ordinance or resolution; and

WHEREAS, O.C.G.A. § 36-81-3 further provides that a county may amend its budget to adapt to changing governmental needs during the budget period; and

WHEREAS, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as follows:

(1) Any increase in appropriation at the legal level of control of the local government, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the governing authority. Such amendment shall be adopted by ordinance or resolution;

(2) Transfers of appropriations within any fund below the local government's legal level of control shall require only the approval of the budget officer; and

(3) The governing authority of a local government may amend the legal level of control to establish a more detailed level of budgetary control at any time during the budget period. Said amendment shall be adopted by ordinance or resolution; and

WHEREAS, the legal level of control for Fulton County is the departmental level; and

WHEREAS, on January 29, 2025 via Item 25-0070, the Board of Commissioners of Fulton County ("BOC") adopted the 2025 fiscal year budget; and

WHEREAS, the 2025 fiscal year budget includes a budget of $5,161,258 for Magistrate Court; and

WHEREAS, the 2025 fiscal year budget for Magistrate Court does not include the requested $611,939 budget enhancement for staffing needs for the entirety of 2025 as identified in the Proposed Budget submitted on November 15, 2024; and

WHEREAS, on August 6, 2025, the Finance Department presented the mid-year budget review via Item 25-0564, which indicated the County is currently projected to have $69 million in underruns in the 2025 fiscal year budget due to projected actual revenue being greater than earlier estimates and projected actual expenses being less than earlier estimates; and

WHEREAS, according to the Finance Department's presentation, the excess underruns will increase the fund balance beyond the amount of 16.66% of budgeted expenses as required by Fulton County Code Section 102-290; and

WHEREAS, the BOC finds it to be in the best interests of the County to utilize a portion of the underruns to increase the departmental budget for Magistrate Court to fund staffing needs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be amended by transferring $178,000 from available resources to the Magistrate Court to fund staffing needs for the last three and a half months of 2025.

BE IT FURTHER RESOLVED that the Finance Department is directed to identify the appropriate departments and funding lines for effectuating such transfer and place the resulting budget soundings item on the agenda of the next Board of Commissioners meeting for approval.

BE IT FINALLY RESOLVED THAT all resolutions or parts thereof in conflict herewith are hereby repealed.

SO PASSED AND ADOPTED, this __ day of September, 2025.

FULTON COUNTY

BOARD OF COMMISSIONERS

Sponsored by:

_____

_____

Moraima Ivory, Commissioner

District 4

_____

_____

Dana Barrett, Commissioner

District 3

_____

Marvin Arrington, Jr.,
Commissioner

District 5

ATTEST:

_____

Tonya Grier

Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo

County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0720 **Meeting Date:** 10/1/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the office of the Public Defender, Atlanta Judicial Circuit, by $1,428,000.00, based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory/Barrett/Arrington) (MOTION TO APPROVE AS AMENDED FAILED ON 9/17/25)**

A RESOLUTION TO AMEND FULTON COUNTY'S CURRENT BUDGET TO INCREASE THE DEPARTMENTAL BUDGET FOR THE OFFICE OF THE PUBLIC DEFENDER, ATLANTA JUDICIAL CIRCUIT, BY $1,428,000, BASED ON CURRENT UNDERRUNS IN THE COUNTY'S OVERALL 2025 FISCAL YEAR BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-81-3 provides that counties "shall establish by ordinance, local law, or appropriate resolution a fiscal year for the operations of the local government" and that counties "shall adopt and operate under an annual balanced budget" to be adopted by ordinance or resolution; and

WHEREAS, O.C.G.A. § 36-81-3 further provides that a county may amend its budget to adapt to changing governmental needs during the budget period; and

WHEREAS, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as follows:

> (1) Any increase in appropriation at the legal level of control of the local government, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the governing authority. Such amendment shall be adopted by ordinance or resolution;
>
> (2) Transfers of appropriations within any fund below the local government's legal level of control shall require only the approval of the budget officer; and
>
> (3) The governing authority of a local government may amend the legal level of control to establish a more detailed level of budgetary control at any time during the budget period. Said amendment shall be adopted by ordinance or resolution; and

WHEREAS, the legal level of control for Fulton County is the departmental level; and

WHEREAS, on January 29, 2025 via Item 25-0070, the Board of Commissioners of Fulton County ("BOC") adopted the 2025 fiscal year budget; and

WHEREAS, the 2025 fiscal year budget includes a budget of $27,547,416 for the Office of the Public Defender, Atlanta Judicial Circuit ("Public Defender"); and

WHEREAS, the 2025 fiscal year budget for the Public Defender does not include the requested $4,897,313 budget enhancement for staffing and professional services for the entirety of 2025 as identified in the Proposed Budget submitted on November 15, 2024; and

WHEREAS, on August 6, 2025, the Finance Department presented the mid-year budget review via Item 25-0564, which indicated the County is currently projected to have $69 million in underruns in the 2025 fiscal year budget due to projected actual revenue being greater than earlier estimates and projected actual expenses being less than earlier estimates; and

WHEREAS, according to the Finance Department's presentation, the excess underruns will increase the fund balance beyond the amount of 16.66% of budgeted expenses as required by Fulton County Code Section 102-290; and

WHEREAS, the BOC finds it to be in the best interests of the County to utilize a portion of the underruns to increase the departmental budget for the Public Defender to fund staffing and professional services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be amended by transferring $1,428,000 from available resources to the Public Defender to fund staffing and professional services for the last three and a half months of 2025.

BE IT FURTHER RESOLVED that the Finance Department is directed to identify the appropriate departments and funding lines for effectuating such transfer and place the resulting budget soundings item on the agenda of the next Board of Commissioners meeting for approval.

BE IT FINALLY RESOLVED THAT all resolutions or parts thereof in conflict herewith are hereby repealed.

SO PASSED AND ADOPTED, this __ day of September, 2025.

FULTON COUNTY

BOARD OF COMMISSIONERS

Sponsored by:

_____

_____

Moraima Ivory, Commissioner

District 4

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_____

Dana Barrett, Commissioner

District 3

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Marvin Arrington, Jr.,
Commissioner

District 5

ATTEST:

_____

_____

Tonya Grier

Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo

County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0722 **Meeting Date:** 10/1/2025

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

Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-63 (Presiding Officer and Rules for Debate) of the Fulton County Code of Ordinances; and for other purposes. **(Pitts) (MOTION TO APPROVE FAILED ON 9/17/25)**

AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY GOVERNING AUTHORITY), ARTICLE II (COUNTY GOVERNING AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE), SECTION 101-63 (PRESIDING OFFICER AND RULES FOR DEBATE) OF THE FULTON COUNTY CODE OF ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of Fulton County, Georgia (the "County") is the Fulton County Board of Commissioners (the "BOC"); and

WHEREAS, the BOC has the authority, pursuant to the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which is not inconsistent with the Constitution or any local law applicable thereto; and

WHEREAS, in conformity with the provisions of the Open Meetings Act, O.C.G.A. § 50-14-1 et seq., the BOC enacted certain provisions of its Rules of Order and Procedure (the "Rules") at its Regular Meeting on January 5, 1994, with said regulations being codified in Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton County Code of Ordinances ("Code") as Section 101-61 et seq.; and

WHEREAS, the rules governing debate and procedures at the meetings of the Board of Commissioners are codified in Fulton County Code Section 101-63; and

WHEREAS, Fulton County Code Section 101-63 provides in part that procedural questions about which the Code Section is silent shall be resolved in accordance with the provisions of Robert's Rules of Order, Newly Revised, so long as the provision used to answer the question is not in violation of local, state, or federal laws; and

WHEREAS, Robert's Rules of Order permit smaller bodies such as the Board of Commissioners to have procedural practices such as motions that are clear to all Commissioners when presented for a vote; and

WHEREAS, in recent Board of Commissioners meetings, questions were asked regarding the meaning of a Motion to File and a Motion to Deny, two motions historically utilized as a practice of the Board of Commissioners; and

WHEREAS, the Board of Commissioners deems it to be in the best interest of orderly proceedings to codify the effect of these longstanding practices by amending the Board's Procedural Rules.

NOW, THEREFORE, BE IT ORDAINED, that the Fulton County Board of Commissioners hereby amends Section 101-63(b) of the Fulton County Code of Ordinances in substantially the form outlined in **Attachment A** hereto, to include provisions defining Motions to File and Motions to Deny.

BE IT FURTHER ORDAINED, that this Ordinance shall become effective when passed and adopted, and that all ordinances and resolutions and parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

BE IT FINALLY ORDAINED that, upon the effective date of this Ordinance, the Clerk to the Commission shall update the Board of Commissioners' Procedural Rules to reflect the amendments set forth herein and the Clerk to the Commission shall transmit the updated Board of Commissioners' Procedural Rules to Municode.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this 17th day of September, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____

Robert L. Pitts, Chairman (At-Large)

ATTEST:

_____

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

ATTACHMENT A

Sec. 101-63. - Presiding officer and rules for debate.

…

(b) *Debate.* All resolutions, contracts, and items of business which require board approval prior to the expenditure of funds, as well as any other item which requires board action, shall be acted upon by the board only after a commissioner makes a motion and receives a second to the motion. A motion and proper second is recorded by the clerk. Each commissioner, by virtue of his/her election to the board, has the right and obligation to debate any and all issues which come before the board for consideration. However, to ensure an orderly and efficient meeting, each commissioner shall observe the following rules in regards to debate:

(1) The chair, as presiding officer (or vice-chair in the chair's absence), shall call for discussion on an item. No debate on an item should begin until the item has been sounded by the clerk to the commission (the clerk), or in the clerk's absence, the chief deputy clerk.

(2) Once the item has been properly moved and seconded, the chair shall call for discussion.

(3) Thereafter, the chair shall open debate by recognizing each commissioner who wishes to speak for a period not to exceed ten total minutes, with the additional stipulation that no commissioner shall hold the floor for more than five consecutive minutes of their allotted time. However, at the opening of each board meeting, a commissioner may ask their colleagues to waive the normal time limits on issues they deem need more time. The board will vote on each request before the agenda begins and decide among themselves what additional amount of time to allot to each commissioner. The developmental services director or the board's designee shall be the official timekeeper for the board.

(4) If a commissioner believes that debate on an issue is too lengthy or that a vote should be called for immediately on an issue, he or she can "call the question" or "move the previous question." This motion is out of order if it is made while another commissioner has the floor or if the maker of the motion is not recognized by the chair. This is a motion that is not debatable and requires a

second. Once the motion has been properly made and seconded, the chair shall immediately stop debate on the issue being debated and announce that there is a call the question motion on the floor. Immediately thereafter, the chair shall call for a vote on the call the question motion, not on the main motion. If the call the question motion fails, debate on the issue may continue, and then the chair may allow debate on the issue to resume. If it passes, the chair must immediately call for a vote on the issue which was the subject of the call the question motion.

(5) Any commissioner, after being recognized by the chair, may make a motion to file an item presently before the board. A motion to file is a substitute motion. This motion requires a second. Once the motion has been properly made and seconded, the chair shall open debate on the motion to file. Once an affirmative vote of at least four commissioners is made, the commissioner who presented the item shall not present the same item to the board.

(6) Any commissioner, after being recognized by the chair, may make a motion to deny an item presently before the board. A motion to deny may be made directly or may be presented as a substitute motion. This motion requires a second. Once the motion has been properly made and seconded, the chair shall open debate on the motion to deny. Once an affirmative vote of at least four members is made, the clerk to the commission is not to automatically carry the item to a future agenda.

(7) Any action by the board, including final action on applications for changes in land use status, but excluding a reconsideration of any action previously considered, i.e., motions to adjourn, motions to suspend the rules, an affirmative vote to lay on the table, or to take from the table, shall be subject to a motion to reconsider. After a motion to reconsider is made, a motion to rescind must also be made. After the motion to rescind is made, the matter would be appropriate for an additional passed motion and discussion thereon. Such motions can only be made by a member of the prevailing side on the original action. A motion to reconsider may be made immediately after it fails to prevail but in no case can it be made any later than the next scheduled board of commissioners meeting. A

motion to reconsider is debatable only if the action being reconsidered is debatable. Upon passage of a motion to reconsider, the subject matter shall be considered anew without regard to previous board action. No reconsideration can be made on a zoning request at a subsequent meeting.

(8) Any zoning matter which is deferred or on which discussion is otherwise postponed by the board shall be heard at the next appropriate scheduled zoning meeting. Zoning matters are heard only on the first regular meeting of the month, in accordance with a schedule set by the director of developmental services. Ordinarily, no new zoning cases are heard in January.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0755 **Meeting Date:** 10/1/2025

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

Request approval of a Resolution to increase the compensation paid to each member of the Fulton County Boards of Equalization from $100.00 per day to $150.00 per day; and for other purposes. **(Arrington)**

A RESOLUTION TO INCREASE THE COMPENSATION PAID TO EACH MEMBER OF THE FULTON COUNTY BOARDS OF EQUALIZATION FROM $100.00 PER DAY TO $150.00 PER DAY; AND FOR OTHER PURPOSES

WHEREAS, the Fulton County Boards of Equalization were created pursuant to the authority provided to the General Assembly of Georgia in local constitutional amendment, 1952 Ga. Laws (Act No. 148), page 592; and

WHEREAS, pursuant to O.C.G.A. § 48-5-311 the Boards of Equalization are tasked with the responsibility of hearing and determining appeals from tax assessments and denials of homestead exemptions; and

WHEREAS, the duties of the Boards of Equalization are integral to the tax appeal process; and

WHEREAS, pursuant to O.C.G.A. § 48-5-311, the members serving on the Boards of Equalization are appointed by the Grand Jury of Fulton County; and

WHEREAS, the provisions of O.C.G.A. § 48-5-311 expressly provide that each member of a county board of equalization shall be compensated by the county per diem for time expended in considering appeals; and

WHEREAS, O.C.G.A. § 48-5-311 further provides that such compensation shall be paid at a rate of not less than $25.00 per day and shall be determined by the county governing authority; and

WHEREAS, the Board of Commissioners, on September 19, 2018, via Resolution 18-0672, set the rate of compensation for members serving on the Board of Equalization at $100.00 per day; and

WHEREAS, the Board of Commissioners has determined that it is in Fulton County's best interest to increase such rate of compensation from $100.00 per day to $150.00 per day.

BE IT FURTHER RESOLVED, that the per diem rate for Board of Equalization members shall increase in alignment with all county wide cost of living increases for Fulton County employees.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners, that the rate of compensation paid to each member serving on the Fulton County Boards of Equalization is increased from $100.00 per day to $150.00 per day.

BE IT FURTHER RESOLVED, that the Clerk to the Commission shall provide a copy of this Resolution to the Finance Department and the Fulton County Boards of Equalization.

BE IT FINALLY RESOLVED, that this Resolution shall become effective when adopted, and that all resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 1st day of October 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Commissioner Marvin Arrignton Jr.
(District 5)

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0756 **Meeting Date:** 10/1/2025

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

Request approval of a Resolution to direct County management to develop a comprehensive “Project Care” public health strategic plan that addresses the healthcare disparities in Fulton County as outlined in the 2023 “Project Care” study and builds on efforts already underway; to include related costs in the FY2026 budget as needed; to ensure that the “Project Care” plan includes goals, key performance indicators, and regular reporting to the Board of Commissioners; and for other purposes. **(Barrett)**

A RESOLUTION TO DIRECT COUNTY MANAGEMENT TO DEVELOP A COMPREHENSIVE "PROJECT CARE" PUBLIC HEALTH STRATEGIC PLAN THAT ADDRESSES THE HEALTHCARE DISPARITIES IN FULTON COUNTY AS OUTLINED IN THE 2023 "PROJECT CARE" STUDY AND BUILDS ON EFFORTS ALREADY UNDERWAY; TO INCLUDE RELATED COSTS IN THE FY2026 BUDGET AS NEEDED; TO ENSURE THAT THE "PROJECT CARE" PLAN INCLUDES GOALS, KEY PERFORMANCE INDICATORS, AND REGULAR REPORTING TO THE BOARD OF COMMISSIONERS; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners prioritized Health & Human Services in its 2021-2025 Strategic Plan noting a commitment to "decrease health disparity and increase health equity throughout" the county; and

WHEREAS, the health disparities and lack of access to healthcare in south Fulton County were further exacerbated by the 2022 closures of two hospitals—Atlanta Medical Center, a Level 1 trauma center in Old Fourth Ward, and Atlanta Medical Center South in East Point; and

WHEREAS, on November 2, 2022, in response to the hospital closures, the Board of Commissioners declared a Health Emergency in Fulton County (Resolution 22-0830) and urged the drafting of "a plan for addressing the shortages of health care facilities and medical providers in impacted communities;" and

WHEREAS, Fulton County partnered with Morehouse School of Medicine to engage Ernst & Young to conduct a study to address the public health emergency and "identify where improvements can be made that will lead to better health outcomes,"; and

WHEREAS, the study, called "Project Care," was presented to the BOC in April 2023 and found that the residents of south Fulton County, a "healthcare desert", must travel long distances for emergency and primary care, are more likely to suffer from chronic disease, and have significantly worse health outcomes than the rest of the county; and

WHEREAS, the study recommended establishing sufficient sites of care within a reasonable travel distance, incorporating health care initiatives into other County programs and service locations, mobilizing community health workers to bring care to residents, and leveraging technology to increase use of telehealth; and

WHEREAS, the study also recommended reducing financial roadblocks that deter residents from seeking primary care for common illnesses and chronic disease prevention and management; and

WHEREAS, the County is making progress on addressing health disparity and has already undertaken a myriad of projects based on the "Project Care" recommendations; and

WHEREAS, the Board of Commissioners wishes to continue to build on its efforts to improve public health in comprehensive and strategic ways and to provide the public with regular updates on the health of our community.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby directs County Management to develop a comprehensive "Project Care" Public Health Strategic Plan that includes efforts already underway along with new initiatives designed to have the most impact on improving health outcomes and decreasing health disparities throughout the county with a particular focus on the gaps identified in South Fulton communities.

BE IT FURTHER RESOLVED, that any new initiatives should include budget recommendations for inclusion in the FY2026 Proposed Budget and Cost Projections for future budgets as appropriate.

BE IT FURTHER RESOLVED, that the "Project Care" plan should include the

defining of key performance indicators (KPIs) in accordance with national benchmarks for public health and healthcare access.

BE IT FURTHER RESOLVED, that County Management shall provide "Project Care" reporting to the Board of Commissioners on a quarterly basis.

BE IT FINALLY RESOLVED, County Management shall present the "Project Care" Public Health Strategic Plan and budget for approval in alignment with the annual budget process.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 1st day of October 2025.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney